

**AN ORDINANCE APPROVING PAYMENT TO WESCO AND AUTHORIZING
SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS IN AN
AMOUNT NOT TO EXCEED \$56,913.40, FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, the City of Springfield is a home rule unit as defined as Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs, and

WHEREAS, it is in the City's best interest to approve and authorize execution of Contract No. UE27-03-10 with Wesco in an amount not to exceed \$56,913.40 for the purchase Phase-Over-Line Switches in relation to the South Sangamon/ Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, CWLP is requesting Supplemental Appropriation in the amount of \$56,913.40 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBAC-3562-2310.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: The Council of the City of Springfield, Illinois, hereby approves and authorizes the Supplemental Appropriation in the amount not to exceed Fifty-six Thousand Nine Hundred Thirteen Dollars and Forty Cents (\$56,913.40).

Section 2: That the Office of Budget and Management is hereby directed to effectuate the Supplemental Appropriation from the MISO J1610 Deposits into Account No. 102-100-CBAC-3562-2310.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to Wesco in an amount not to exceed Fifty-six Thousand Nine Hundred Thirteen dollars and Forty Cents (\$56,913.40).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-12 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to Wesco for a total maximum amount not to exceed Fifty-six Thousand Nine Hundred Thirteen dollars and Forty cents. (\$56,913.40) from Account No. 102-100-CBAC-3562-2310 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____

City Clerk, Charles Redpath

Approved as to legal sufficiency:

 6.30.26

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Westco

CONTRACT AMOUNT: \$56,913.40

TYPE OF AWARD: Lowest Bidder meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding Contract UE27-03-10 to Wesco for the purchase of Phase-Over-Line Switches in the amount of \$56,913.40 for the J1610/ Alpha 138kV Interconnection Subdivision and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar power project under the executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose.

Wesco was the lowest bidder meeting specifications.

CONTRACT NAME: Phase-Over-Phase Line Switches CONTRACT NO: UE27-03-10 DEPARTMENT: Electric T & D DATE: April 9, 2026									
									
Summary Bid Tab Sheet									
		Power Line Supply		Technology International		Wesco		MVA Power	
		Reed City, MI		Lake Mary, FL		Maitoon, IL		Montreal, QC	
Phase-Over-Phase Line Switches (2 units)		Unit Price	\$ 59,208.00	Unit Price	\$ 29,400.00	Unit Price	\$ 58,913.40	Unit Price	\$ 69,200.00
		Total Price		Total Price	\$ 58,800.00	Total Price		Total Price	
Mfr/Model		SEECO	VIPA-P13820H-V1-U	Southern States	EV-2145-2000-UNI	SEECO	VIPA-P13820H-V1-U	SEECO	VIPA-P13820H-V1-U
Lead Time ARO			5-7 weeks		36 weeks		6-8 weeks		10-16 weeks
Local Vendor Preference			\$ 2,960.40		\$ 2,940.00		\$ 2,845.87		\$ 3,460.00
Total for Phase-Over-Phase Line Switches			\$ 62,168.40		\$ 61,740.00		\$ 59,759.07		\$ 72,660.00
Electric T&D recommends award of bid UE27-03-10 to Wesco									

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Emily RosenbergerEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2609FISCAL IMPACT: \$56,913.40SUGGESTED TITLE: Purchase/ Wesco/ \$56,913.40 / for the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Wesco VENDOR NO: _____CONTRACT TERM: _____ Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$56,913.40
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☒ Low Bid Meeting Specs
☐ Low Evaluated Bid

☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBAC	3562	2310	\$56,913.40
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Summary Bid Sheet

STAFF ANALYSIS

An Ordinance awarding UE27-03-10 to Wesco for the purchase of Phase-Over-Line Switches for the J1610/ Alpha Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 Fund in the same amount for the Office of Public Utilities.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.25 09:08:52 -05'00'DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.06.24 13:54:06 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 6/25/2026
Digitally signed by Scott M. Rogers
Date: 2026.06.25 07:25:19 -05'00'

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-316

**AN ORDINANCE ACCEPTING THE MASTER SERVICES AGREEMENT FROM
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR (MISO), FOR THE OFFICE
OF PUBLIC UTILITIES**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, City Water Light and Power (CWLP) is required to participate in the MISO Generator Interconnection Process. As part of this process, transmission system studies must be performed to identity feasibility and scope of upgrades; and

WHEREAS, CWLP often contracts consultants to fulfill certain aspects of the studies and packaged as part of the larger CWLP study effort; and

WHEREAS, to meet FERC allowed schedules and increasing volume of studies, this Master Services Agreement (MSA) allows for persistent legal framework for MISO to contract with CWLP and will streamline the approval process; and

WHEREAS, all costs incurred by these studies internally and by consultants are fully reimbursed by MISO.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Master Services Agreement with MISO on behalf of the Office of Public Utilities.

Section 2: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

 6-29-26

Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Midcontinent Independent System Operator

CONTRACT AMOUNT: \$0.00

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

CWLP is required to participate in the MISO Generator Interconnection Process. As part of this process, transmission system studies must be performed to identify feasibility and scope of upgrades. These studies are highly technical and directed by FERC (Federal Energy Regulatory Commission) filings to be completed within a certain tight time frame to avoid limiting transmission upgrade projects. CWLP often contracts consultants to fulfill certain aspects of the studies and packaged as part of the larger CWLP study effort. To meet FERC allowed schedules and increasing volume of studies, this MSA allows for persistent legal framework for MISO to contract CWLP, thus streamlining the approval process for the studies. All costs incurred by these studies internally and by consultants are fully reimbursable by MISO.

MASTER AGREEMENT FOR STUDY SERVICES
BETWEEN
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC
AND
TO

This Agreement of the General Terms for Study Services ("Master Study Agreement") is made effective as of the ____ day of _____ 20__, between the Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("MISO"), and TO ("Consultant"). MISO and Consultant each may be referred to individually as a "Party" or collectively as the "Parties." This Master Study Agreement is executed to provide the general terms for Study Agreements that the Parties intend to execute in the future.

RECITALS

WHEREAS, MISO administers Generator Interconnections Procedures ("GIP") pursuant to Attachment X of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff ("Tariff") to process requests to interconnect generation facilities to the MISO Transmission System; and

WHEREAS MISO's GIP provides that entities desiring to connect generating facilities to MISO's Transmission System must adhere to a process and timeline that involves funding and participating in studies and revised studies at specified intervals as a condition of moving to the next stage in the process; and

WHEREAS, MISO has determined that it likely will be necessary and desirable for Consultant to from time to time perform studies to facilitate entities in connecting their generating facilities to MISO's Transmission System. These studies include, but are not limited to: Interconnection System Impact Study; Transmission Service Request System Impact Study; Interconnection Facilities Study for Interconnection Facilities or Connection Facilities; Interconnection Facilities Study for Network Upgrades; Transmission Service Request Facilities Study; Optional Interconnection Study; Replacement Impact Study; Reliability Assessment Study; evaluation for Surplus Interconnection Service; evaluation for Affected Systems; Provisional Interconnection Study; Fast Track Process; evaluation for Material Modification; Technological Change Procedure; Injection Rights Study; Merchant HVDC Connection Studies; Merchant HVDC Facilities Study; Restudy(ies); and other studies that may be necessary (collectively "Studies," or individually, "Study"); and

WHEREAS, The Parties intend to execute at various times during the term of this Master Study Agreement individual statements of work ("Statements of Work") for those Studies that will be bound by the terms contained in this Master Study Agreement; and

WHEREAS, Other work not covered under the Studies shall be billable by submitting a detailed invoice to MISO on a regular basis as agreed with MISO and shall align with the hours reported for the Order 845 summary that MISO posts to our website and subsequently provides to FERC. The details of such invoices are outlined in **Section 3.3** of this Master Study Agreement. This work is defined as support activities such as pre-kickoff Scoping Calls, reviewing the models of each phase for accuracy, reviewing contingencies, providing a mitigation and cost, and other support functions that are just and reasonable and not covered under Studies; and

WHEREAS, Consultant has represented that it is qualified, able, and prepared to provide such engineering and consulting services ("Services") to complete the Studies that MISO may direct Consultant to perform and that Consultant contracts to perform.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained in this Master Study Agreement, it is agreed:

ARTICLE I RIGHTS AND OBLIGATIONS

1.1 Agreement. Except as otherwise set forth in this Master Study Agreement, Consultant hereby agrees to perform the Studies directed by MISO according to the terms set forth in this Master Study Agreement and the appropriate Statements of Work authorizing such Studies.

1.2 Conditions for Work. Consultant shall perform the Studies directed by MISO in accordance with all provisions of this Master Study Agreement, the applicable Statements of Work, Good Utility Practice (as that term is defined in the Tariff), MISO Study Guidelines, and using MISO-provided or approved models for the Studies.

1.3 Confidentiality of Information. Consultant acknowledges and agrees that, in performing its obligations under this Master Study Agreement and any applicable Statements of Work it will have access to and receive information of a confidential nature from MISO, transmission owners, and generators, and Consultant agrees to keep all such information confidential and not disclose such confidential information except on a need-to-know basis in order to complete its obligations under this Master Study Agreement and any applicable Statements of Work.

1.4 Use of Media. Consultant acknowledges and agrees to not reference this Master Study Agreement, the subject matter of this Master Study Agreement, or any other work performed under an applicable Statement of Work for MISO in any written media releases or promotional materials without MISO's written consent, which consent shall not be unreasonably withheld.

1.5 Conflicts. In the event of a conflict between the body of this Master Study Agreement and any Statements of Work, the terms and provisions of this Master Study Agreement shall prevail and be deemed to be the final intent of the Parties, unless the Parties explicitly acknowledge the conflict in any Statements of Work and affirmatively agree that the conflict in the Statements of Work represents the final intent of the Parties.

1.6 Ownership of Studies. Consultant shall own all right, title, and interest in all Studies performed by Consultant in connection with this Master Study Agreement. Consultant grants to MISO a royalty-free, paid-up, irrevocable, worldwide, perpetual license to use, disclose, copy, modify, and distribute the Studies, and grants MISO the right to prepare derivative works of any pre-existing materials that may be incorporated into the Studies.

1.7 Third-Party Beneficiary. The Parties hereby designate the Interconnection Customer listed in any Statements of Work executed pursuant to this Master Agreement as a third-party beneficiary of the applicable Statement of Work and of this Master Study Agreement to the extent that it applies to the applicable Statement of Work having the right to enforce the performance, satisfaction, and fulfillment of the Parties' obligations under this Master Study Agreement and applicable Statements of Work with respect to such Interconnection Customer's Project(s).

ARTICLE II SCOPE OF AUTHORIZATION

2.1 Scope of Authorization. Consultant is an independent consultant and is the entity responsible for performance of the Studies.

2.1.1 Email for Studies: Upon MISO making a determination that Studies are needed for a Project or group of Projects, MISO may send a request by electronic mail to Consultant requesting a quote to perform the Study or confirmation of an earlier quote ("Quote Request Email"). The Quote Request Email shall contain the following information: (1) the name and group of the Project to be studied; (2) the type of Study to be performed; (3) any models or data that MISO intends for Consultant to utilize in the Study, (4) the deadline by which MISO requires the Study to be completed and delivered, and (5) such other information that MISO deems advisable to include. If Consultant requires additional information to issue a quote or perform the Study, Consultant shall request such additional information within five (5) business days after receiving the Quote Request Email. Within five Business days after the date that MISO transmitted the Quote Request Email or, if applicable, five (5) business days after the date MISO transmitted the further information requested by Consultant, Consultant will transmit by electronic mail to MISO a quote containing Consultant's estimated total cost for the Study requested in the Quote Request email and a statement of the Consultant's estimated completion date ("Quote Response Email"). If MISO agrees with the terms specified in the Quote Response email, then MISO will issue a Statement of Work in the Form of Exhibit A by electronic mail to Consultant accepting those terms and authorizing and directing Consultant to commence performance of the Study. Consultant's emailed acceptance of such terms shall create a binding agreement between the Parties for such Study.

2.1.2. Email Commitments Binding; Manner of Offer and Acceptance: In accordance with Indiana's Uniform Electronic Transactions Act (I.C. 26-2-8-101 *et seq.*), the Parties agree to transact business electronically for purposes of forming binding agreements to perform Studies. For purposes of Article 2.1.2, all email correspondence regarding Studies shall be directed to the Authorized Representative(s) identified by MISO and Consultant respectively in the Statement of Work affiliated with a Project or group of Projects. Notwithstanding the provisions of Article 3.13 of this Master Study Agreement, the Parties agree that any commitments, estimates, and authorizations issued or agreed to by each Party's Authorized Representative relating to Studies shall be binding upon the Authorized Representative's Party without need for any further writing provided that the following conditions are met:

- (1) The offer, acceptance, or representation displays an email address matching one of the email addresses listed in the Statements of Work affiliated with the Project, as may be amended;
- (2) The offer, acceptance, or representation is addressed to an email address matching one of the email addresses listed for the other Party in the Statements of Work affiliated with the Project, as may be amended;

(3) The terms are contained in a Statement of Work; and

(4) The acceptance of an offered Statement of Work includes a .PDF format Statement of Work with the “Acknowledgment” box checked and no terms changed from the Statement of Work submitted by the Authorized Representative of the other Party. A purported acceptance that varies the terms of the offer shall be deemed a counteroffer.

If all of the foregoing conditions are met, the displayed email address of the Sending Party’s Authorized Representative shall constitute the Authorized Representative’s signature and the other Party may rely on it as a signed writing capable of binding the sending Party absent actual knowledge that the email was not in fact sent by the other Party.

2.1.3. Authorized Representatives: The Parties shall designate individual(s) in the Statements of Work for the Project(s) to act as their Authorized Representatives, to issue and/or accept terms, quotes, and authorizations regarding Studies. Either Party may change their Authorized Representative or update information by sending a written notice to the other Party stating the change and providing updated contact information by certified mail. Such changes shall not be deemed amendments to this Master Study Agreement and shall be effective ten (10) Business Days after mailing or at such earlier time as the receiving Party acknowledges receipt of the written notice.

2.2 Authority. MISO is a Regional Transmission Organization with member transmission owners operating in several reliability regions including MRO, RFC, SPP, and SERC. The MISO Tariff requires that Studies directed by MISO be performed in accordance with MISO procedures and the Project’s applicable Regional Reliability criteria.

2.3 Schedule. Consultant shall use all commercially reasonable efforts to provide the Studies to MISO within the specific time(s) listed in the Statements of Work. **Time is of the essence for Studies performed pursuant to this Master Study Agreement and in any Statements of Work executed hereunder.** However, the inability of Consultant to complete the Study by said date due to events or conditions beyond Consultant’s reasonable control, including failure of MISO or an Interconnection Customer to supply accurate data required by Consultant to complete the Study, shall extend the Study due date by the amount of time needed to correct or remedy such extenuating circumstances. Consultant shall notify MISO as soon as possible of expected or realized delays from the agreed upon completion date for the applicable Study, whether excused or not. If Consultant claims the existence of events or conditions beyond its control prevent its completion of a Study by the required date, then Consultant will include in its notification to MISO: (1) an explanation of such events or conditions and (2) the commercially reasonable efforts that Consultant commits to take to promptly overcome such circumstances. In the event of a material change in scope or in the event Consultant does not receive all required information to perform the applicable Study from MISO and the Interconnection Customer, Consultant and MISO shall agree upon an extension of the deadline for delivering the applicable Study pursuant to an Amendment to the applicable Statement(s) of Work.

2.4 Payment Terms. Work performed under any Statement of Work executed pursuant to this Master Study Agreement will be invoiced on a time-and-material basis, and such estimated costs

as are stated in a Statement of Work. In the event Consultant expects total costs to exceed the applicable estimate, and before incurring costs exceeding this estimate, Consultant shall provide email notice to MISO and written notice to the Interconnection Customer providing the updated cost estimate as well as an explanation for such increase in cost estimate. Consultant may elect to cap its total charges to MISO for a specific Study at a specified amount. If MISO and Consultant agree to a capped amount, then Consultant shall not be entitled to any payment in excess of the capped amount for the applicable Study but shall be relieved of the obligation to notify MISO in advance of any absorbed expenses in excess of the capped amount.

ARTICLE III ADDITIONAL TERMS

In addition to the terms set forth herein and in the Statement of Work, the Parties agree to the following terms:

3.1 Effective Date, Term and Renewal. This Master Study Agreement shall become effective on the day that it is executed and shall remain in effect for a term of three (3) years, after which it shall expire. Either Party may elect to terminate this Master Study Agreement, for any reason, upon giving thirty (30) days written notice.

3.2 Force Majeure. Neither Party is liable for non-performance under this Master Study Agreement to the extent the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all commercially reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than two business days after the event or occurrence. The following shall not constitute or cause a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship by the Party claiming Force Majeure.

3.3 Invoicing and Payment. Unless a Statement of Work provides for a different schedule, Consultant shall invoice MISO, and MISO shall remit appropriate amounts to Consultant as set forth below. Consultant shall invoice MISO on a monthly basis with a final invoice within the earlier of: (1) thirty (30) days after completion of a Study; or (2) notification of withdrawal of the Project for the agreed costs of performing such Study. Any invoices not submitted within sixty (60) days of such agreed-upon date shall be cancelled and deemed invalid with no monies owed on such invoices. In the event of a good faith dispute regarding any portion of an invoice, MISO may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within thirty (30) days of receipt of the invoice, and the disputed items shall be paid within thirty (30) days after resolution of the dispute. MISO shall be entitled to withhold any amounts invoiced for taxes that are not applicable as a result of MISO's tax-exempt status.

Support activities that are billable, but not covered under Studies will be submitted on a regular basis as agreed with MISO and will align with Consultant's FERC Order 845 reporting requirements. The Consultant shall submit a detailed invoice showing the study cycle, the

associated Project number(s), the activity the Consultant is billing for, the number of hours for each Study or Project, and the hourly rate billed on a separate line for each Project or study cycle. This invoice shall be submitted on a regular basis as agreed with MISO and no later than thirty (30) days after the close of each quarter. Any invoices not submitted within thirty (30) days of the end of the quarter shall be cancelled and deemed invalid with no monies owed on such invoices. In the event of a good faith dispute regarding any portion of an invoice, MISO may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within thirty (30) days of receipt of the invoice, and the disputed items shall be paid within thirty (30) days after resolution of the dispute. MISO shall be entitled to withhold any amounts invoiced for taxes that are not applicable as a result of MISO's tax-exempt status.

Instructions for submitting Invoices.

All invoices for submission of charges by Consultant that are not covered under Studies shall follow the format as described below:

- Each invoice shall contain the study cycle, study region, and the specific Project numbers that the billable item will be charged to.
 - Example: DPP-2020-Central, J#####/J#####/J#####
- Each invoice shall contain the activity the work performed.
 - Example: Preliminary Model Review, Ph1 Contingency/Mitigations, etc.
- Each invoice shall contain the hours worked and the billing rate.
 - Example: 20 hours @ \$300/Hr = \$6000 Total

Invoices for reimbursable items not covered under Studies will be compared with the Order 845 reporting metrics and should be noted in that submission so MISO can track the billed versus non-billable hours. All invoices are subject to approval by MISO for reasonable work performed that supports Studies but may not be covered under Studies as defined in this Master Study Agreement. All invoices for services not covered under Studies shall be sent to gifinance@misoenergy.org.

3.4 Independent Contractor. Consultant acknowledges and agrees that, in performing its obligations under this Master Study Agreement, it is an independent contractor and not an employee of MISO for any purpose; nor does Consultant have authority, express or implied, to act as an agent for MISO; nor, by entering into this Master Study Agreement, do MISO and Consultant intend to become partners or to enter into a joint venture.

3.5 Standard of Performance. In performing its obligations under this Master Study Agreement, Consultant shall act at all times in a competent and diligent manner, shall comply with the terms of this Master Study Agreement and the applicable terms set forth in the Statement of Work, shall comply with all applicable terms of the Tariff, shall follow Good Utility Practice (as that term is defined in the Tariff) and shall comply with all applicable laws, rules, and regulations.

3.6 Warranty. Consultant represents and warrants to MISO that the Studies directed by MISO shall be performed in strict accordance with this Master Study Agreement, including Section 3.5

above and any applicable Statements of Work that may be executed in the future. Should any error in the Studies or the Services provided under this Master Study Agreement, or in any Statements of Work, that is the result of Consultant's negligence or intentional wrongdoing become apparent to MISO within six (6) months from the date the applicable Study and/or Services are provided, Consultant shall, upon prompt written notification from MISO and at no additional cost to MISO, re-perform the portion of the Studies and/or Services in which any such error was found using then-current, up-to-date data provided by MISO.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided in this Section 3.6 are MISO's and any third party beneficiary's exclusive remedies and Consultant's sole liability for any failure of the Studies or the Services to conform to any warranty.

3.7 Intellectual Property Indemnity. Consultant agrees to indemnify, hold harmless and defend, at Consultant's expense, any claim against MISO, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors which alleges that Consultant's Studies infringes any patent, copyright, trade secret, publicity right, right of privacy, or other proprietary right or personal right of a third party. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) that may be incurred or rendered against MISO in connection with such claim. However, with respect to any such claim, Consultant will first have the right, at its option, to: (i) obtain for MISO the right to continue using the Study alleged to be infringing, including any non-infringing portion; (ii) replace the infringing portion of the Study with non-infringing material; or (iii) refund to MISO all amounts paid for such infringing portion of the Study.

3.8 Indemnification. Consultant shall indemnify and hold harmless MISO from any and all third party claims, actions, causes of action, costs, loss, liability, judgments, or liens (including reasonable attorney's fees) arising out of any negligent or intentional acts or omissions of Consultant, and/or Consultant's officers, directors, agents, employees, and contractors, while performing the obligations set forth in this Master Study Agreement. If MISO seeks to be indemnified, reimbursed and/or held harmless under any of the defense and indemnification provisions of this Master Study Agreement, MISO shall (i) provide Consultant with prompt written notice of the claim giving rise to such demand, summarizing the allegations giving rise to the claim; (ii) grant Consultant with reasonable authority and control over the defense and/or settlement of such claim; and (iii) reasonably cooperate with Consultant and its agents in defending and/or settling such claim at Consultant's expense. MISO shall have the right to participate in the defense and/or settlement of any covered claim by using attorneys of its own choosing at its own expense. The obligations set forth in this paragraph shall survive termination of this Master Study Agreement.

3.9 Limitation of Liability. Except as otherwise provided herein, either Party's aggregate liability on all claims of any kind for all losses or damages arising out of or relating to the Study and/or Services will in no case exceed the total of two (2) times the amount paid by MISO to Consultant under the applicable Statements of Work. Neither Party shall be liable to the other under this Master Study Agreement or subsequent Statements of Work for any special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply).

3.10 Dispute Resolution. Any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Master Study Agreement (including a dispute relating to a Statement of Work) ("Dispute"), or any alleged breach hereof shall be identified in writing to the other Party. Consultant and MISO agree to first use informal mechanisms to resolve such disputes and shall include the Interconnection Customer in all disputes in which the Interconnection Customer has an interest in the Dispute. In the event a resolution cannot be reached by Authorized Representatives assigned to a particular Study, the Dispute shall be reported to their respective supervisors within each organization who shall take good faith actions to resolve the Dispute. The provisions for informal mechanisms shall not apply to instances or situations where a Party is threatened with immediate and irreparable harm. In the event a resolution to the Dispute cannot be reached, then any controversy, Dispute, argument, claim, and other matters in question arising out of or in connection with or relating to this Master Study Agreement or any alleged breach hereof shall be referred to mediation before a neutral party, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. The mediation shall be attended by representatives of each Party having authority to settle the Dispute, including a representative of the Interconnection Customer.

3.11 Choice of Law. This Master Study Agreement and applicable Statements of Work shall be interpreted, construed, and governed by the laws of the State of Indiana, without regard to conflicts of laws principles. The obligations set forth in this Section shall survive termination of this Master Study Agreement.

3.12 Subcontracting. Consultant may use independent contractors to perform the Studies, subject to Consultant's direction and control. Consultant retains responsibility to MISO for any Study services performed by such subcontractors under this Master Study Agreement to the same extent as if such Study services were performed directly by Consultant. If Consultant uses independent contractors to perform a Study, then Consultant shall notify MISO.

3.13 General. This Master Study Agreement represents the entire understanding of the Parties and supersedes all prior conversations, representations, agreements, and other communications. This Master Study Agreement may be amended only by written instrument signed by authorized representatives of both Parties. In the event that any provision of this Master Study Agreement or the Statement of Work is determined to be invalid or unenforceable, then to the extent that such provision is invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Master Study Agreement. Neither termination nor expiration of this

Master Study Agreement for any reason shall release either Party from liabilities or obligations set forth in this Master Study Agreement which (i) the Parties have expressly agreed will survive such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration. The headings of the sections in this Master Study Agreement are for the purposes of convenient reference only and are not intended to be part of this Master Study Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof. This Master Study Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Master Study Agreement by their duly authorized officers or agents on the respective date(s) written below.

MISO:
Midcontinent Independent System
Operator, Inc.

Consultant:
TO

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit A
Form of Statement of Work for Study:
[Name of Study]
For Project [insert project numbers]

This Statement of Work ("SOW") is made by the Midcontinent Independent System Operator, Inc. ("MISO"), and _____ ("Consultant") pursuant to that [DATE] Agreement for Study Services ("Master Study Agreement"). Pursuant to Articles 1.1 and 1.2 of the Master Study Agreement, MISO accepts the proposal attached as Appendix 2 and directs Consultant to perform one or more Studies as set forth below. MISO and Consultant agree that the Studies shall be conducted and compensated according to the following terms:

1. Type of Study: Choose an item.

Study Type if "Other:" _____

2. Project No & Group No. _____

3. Study Commencement Date: [DATE]

4. Study Completion Deadline: [DATE]

The provisions of Article 2.3 of the Master Study Agreement shall govern notice requirements in the event Consultant is unable to complete the Study by the dates listed in Sections 3 and 4 of this SOW.

5. Estimated Cost \$ _____

5a. Capped Cost: [dollar amount or N/A]

6. Binding Costs & Excess Costs: Consultant ☐ has agreed ☐ has not agreed to perform the Study for a cost not to exceed the amount stated in Paragraph 5a, above. The provisions of Article 2.4 of the Master Study Agreement shall govern notice requirements in the event of overages.

7. Authorized Representatives:

7a. For MISO: _____

7b. For Consultant: _____

8. Additional Terms and Requirements (Attach additional page if more space is needed):

9. Conflicts, Scope & Incorporation of Terms: The terms of the Master Study Agreement shall be applicable to this SOW. If a term of this SOW expressly conflicts with a Term of the Master Study Agreement, the Master Study Agreement term shall prevail except as provided in Article 1.5 of the Master Study Agreement. Terms contained in correspondence between the Parties that are not incorporated into this SOW shall not be deemed binding or of any effect. The terms of this SOW shall govern only the specific Study identified herein.

MISO:
Midcontinent Independent System
Operator, Inc.

By: _____
Signature

Printed Name

Title

Date

Consultant:
TO

By: _____
Signature

Printed Name

Title

Date

Appendix 1:
Request for Proposal

Appendix 2:
Consultant's Proposal

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Emily RosenbergerEMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: x-2609FISCAL IMPACT: \$0.00SUGGESTED TITLE: Master Services Agreement/ Midcontinent Independent System Operator (MISO)/ \$0.00 / for the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Midcontinent Independent System Operator (MISO) VENDOR NO: _____CONTRACT TERM: 3 years Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$0.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid

☒ Other: Sole Source
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Interoffice Memorandum by Brian Bell dated 5/4/26
Master Agreement for Study Services
Form of Statement of Work for Study

STAFF ANALYSIS

CWLP is required to participate in the MISO Generator Interconnection Process. As part of this process, transmission system studies must be performed to identify feasibility and scope of upgrades. These studies are highly technical and directed by FERC filings to be completed within a certain tight time frame to avoid limiting transmission upgrade projects. CWLP often contracts consultants to fulfill certain aspects of the studies and packaged as part of the larger CWLP study effort. To meet FERC allowed schedules and increasing volume of studies, this MSA allows for persistent legal framework for MISO to contract CWLP, thus streamlining the approval process for the studies. All costs incurred by these studies internally and by consultants are fully reimbursable by MISO.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.22 09:41:24 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.06.10 13:50:09 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 6/22/2026SIGN OFF: _____
(Mayor's Signature) GEM_____
(Director of OBM)

The information supplied on this form is not confidential information.

2026-317

**AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW#27-04-23
– EMERGENCY LEAD WATER SERVICE LINE REPLACEMENT PROJECT
FY2027/28 WITH E.L. PRUITT COMPANY IN AN AMOUNT NOT TO EXCEED
\$909,910.00, FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UW27-04-23—Emergency Lead Water Service Line Replacement Project FY 2027/28, for the Office of Public Utilities; and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW27-04-23 was placed; and

WHEREAS, E.L. Pruitt (“Pruitt”) submitted the lowest bid meeting specifications; and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW27-04-23.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from E.L. Pruitt for Contract UW27-04-23 -- Emergency Lead Water Service Line Replacement Project FY 2027/28 in an amount not to exceed Nine Hundred Nine Thousand Nine Hundred Ten Dollars and No Cents (\$909,910.00) for the Office of Public Utilities.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute said contract with Pruitt on behalf of the Office of Public Utilities.

Section 3: The payment to Pruitt for the total maximum amount of Nine Hundred Nine Thousand Nine Hundred Ten Dollars and No Cents (\$909,910.00) from Account No. 101-100-BE-4452-2304 is hereby authorized, approved, and directed.

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: E.L Pruitt
CONTRACT AMOUNT: \$909,910.00
TYPE OF AWARD: Lowest Bid Meeting Specs

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This ordinance will authorize a two-year contract with a local licensed plumbing contractor to replace water service lines and associated surface restorations for CWLP customers that had lead service lines disturbed and then replaced by the CWLP Water Department during non-planned emergency repairs. The bid specs are similar to past bid specs for our lead service line replacement projects. It is estimated approximately 150 lead service lines will be replaced over the next two years on an emergency basis. CWLP crews and budgeted O&M funds will be used to replace the lead service line from the water main to the curb stop or meter pit. This contract establishes prices with E.L. Pruitt to use CWLP budgeted O&M funds for private service line replacements and restoration costs. There were two local bidders on this project.



City Water, Light & Power

City of Springfield, Illinois
Water Engineering, Stores & Distribution
401 North 11th Street
Springfield, IL 62702

TO: Todd LaFountain
FROM: Mike Johnson
RE: Contract #UW27-04-23 – Award Recommendation for
Emergency Lead Water Service Line Replacement
Project (FY2027 & 28)
DATE: June 4, 2026

Bids were received on June 4, 2026 for the subject Emergency Lead Water Service Line Replacement Project (FY2027 & 28). A copy of the bid tab is attached.

We received 2 bids from contractors for the subject project. After reviewing all bids we are recommending E.L. Pruitt Company to be awarded the contract. They are qualified to perform this type of work, they are a local vendor and their total bid was lower than the other bid.

E.L. Pruitt had a math error on their price page on line 20. The Unit Price bid for this item was \$150.50. With an estimated quantity of 60 this line would equate to \$9,030.00 and not \$4,515.00, because the unit price prevails this would change the contract total from \$905,395.00 to \$909,910.00

The original bid documents and ordinance paperwork is attached. Please call if there are any questions.



UNOFFICIAL BID RESULTS

_____	Performance Bond
_____	Payment Bond
_____	Insurance
_____	Other

DATE: **June 4, 2026**

BID DEPOSIT RETURN: _____

ITEM: **Lead Service Line Replacements FY27 & FY28**

2ND SPECIFICATION: _____

CHANGE ORDERS #: _____

ADDENDA

1

CONTRACT #: **UW27-04-23**

BID BOND AMOUNT: **Yes**

(OR) 5% OF BID: **Yes**

BIDDERS	Bid Bond	Add 1	Total
Petersburg Plumbing & Excavating	INCLUDED	ACKNOWLEDGED	\$1,196,095.00
E.L. Pruitt Company	INCLUDED	NOT ACKNOWLEDGED	\$905,395.00

Domestic Preference

FBE

MBE

Y___ N___

Y___ N___

2026-318

Agenda No. _____

Ordinance No. _____

CITY OF
Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW27-04-23

CONTRACT NAME: Lead Service Line

Replacements FY27 & FY28

NAME OF BIDDER: E.L. Pruitt Company

ADDRESS OF BIDDER: 3090 Colt Road, Springfield, Illinois 62707

PRICE PAGE

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Approx. Quantity per Service</u>	<u>Approx. Number of Services w/ that Quantity</u>	<u>Approx. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	1" Type K, Copper Service Pipe	L.F.	50	5	250	\$ 18.75	\$ 4687.50
2	3/4" Type K, Copper Service Pipe	L.F.	50	95	4750	\$ 14.50	\$ 68,875.00
3	1" Shutoff Ball Valve	Ea.	1	5	5	\$ 200.00	\$ 1,000.00
4	3/4" Shutoff Ball Valve	Ea.	1	95	95	\$ 165.00	\$ 15,675.00
5	Trenchless Replacement on Existing Routes	L.F.	50	90	4500	\$ 68.25	\$ 307,125.00
6	Trenchless Replacement on New Routes	L.F.	50	5	250	\$ 75.00	\$ 18,750.00
7	Open-Cut Replacement	L.F.	50	5	250	\$ 72.85	\$ 18,212.00
8	Rock Excavation	C.Y.	1	5	5	\$ 245.00	\$ 1,225.00
9	Trench Backfill (Selected Granular Backfill) (FA-6)	C.Y.	4	50	200	\$ 65.00	\$ 13,000.00
10	Temporary Surface Over Trench (CA-6)	C.Y.	1	10	10	\$ 65.00	\$ 650.00
11	Asphalt Street Removal and Replacement	S.Y.	8	40	320	\$ 290.00	\$ 92,800.00
12	Concrete Street Removal and Replacement	S.Y.	8	10	80	\$ 315.00	\$ 25,200.00
13	Brick Street Removal and Replacement	S.Y.	8	5	40	\$ 518.00	\$ 20,720.00
14	Oil Mat Street Removal and Replacement	S.Y.	8	20	350	\$ 225.00	\$ 78,750.00
15	Concrete Driveway Removal and Replacement	S.Y.	8	5	40	\$ 340.00	\$ 13,600.00

PRICE PAGE

16	Blacktop Driveway Removal and Replacement	S.Y.	8	5	40	\$ 310.00	\$ 12,400.00
17	Gravel Driveway Removal and Replacement	S.Y.	8	5	40	\$ 29.50	\$ 1,180.00
18	Concrete Sidewalk Removal and Replacement	S.F.	30	50	1500	\$ 28.00	\$ 42,000.00
19	Concrete Curb Removal and Replacement	L.F.	6	10	60	\$ 150.50	\$ 9,030.00
20	Concrete Curb and Gutter Removal and Replacement	L.F.	6	10	60	\$ 150.50	\$ 4,515.00
21	Concrete Steps Removal and Replacement	L.F.	6	5	30	\$ 375.00	\$ 11,250.00
22	Topsoil, Seeding and Hydro-Mulch	S.Y.	10	150	1500	\$ 57.00	\$ 85,500.00
23	Mobilization	Ea.	1	150	150	\$ 395.00	\$ 59,250.00
Total:							\$ 905,395.00

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 150 lead service line replacements.

SECTION VI

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: E.L. Pruitt Company

Contact Name: Robert Meyers

Vendor Address: 3090 Colt Road, Springfield, Illinois

Vendor E-Mail: Rmeyers@elpruitt.com

Phone: 217-789-0966

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 3 years and respectfully invites your attention to the following products and/or services:

Site Utilities and Earthwork

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

☒ Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

☒ Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

☒ Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

☒ Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

☒ Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

☐

(a) The undersigned bidder will not award subcontracts in the performance of this contract.

☒

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

☒

Local Vendor – City of Springfield, Illinois

☐

Local Vendor – Sangamon County, Illinois

☐

Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

☒

Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

☒ None

☐ List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

☒ Please confirm

*Response required

We certify:

☒ 13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

☐ 13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

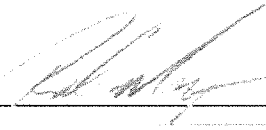
*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

☒ Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.



Signature of Bidder

Robert Meyers - Vice President

Print Name & Title

ATTACHMENT A
SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

- ☒ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ No subcontractors will be utilized on this project (if selected, Attachment B is not required.)

Section II

Prime Contractor E.L. Pruitt Company

Project Springfield Lead Service Line Replacements

Total Contract Value: 1,200,000

Name: E.L. Pruitt Company

Address: 3090 Colt Road, Springfield, Illinois

Phone: 217-789-0966

Contact Person: Robert Meyers

Email: Rmeyers@elpruitt.com

Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☒

Section III

Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
Agile Supply Co	MBE	192,000	21%	Material Supply
TOTALS				

** If more than seven firms are utilized, please copy the form and attach the additional information*

Section IV

Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
N/A	N/A	N/A

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
Agile Supply Co	Bid Solicitation/Call	Bidding

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

Section VII

BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES

I Robert Meyers do hereby certify that:
(Name)

1. I am Vice President of the E.L. Pruitt Company
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in

ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company E.L. Pruitt Company

Signature _____

Title Vice President

Date 06/04/2026

Corporate Seal (where appropriate)

Section VIII

- ☒ Minority-Owned Business
☐ Female-Owned Business
☐ Not Applicable

CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I Bryan Banks do hereby certify that:
(Name)

1. I am President of the Agile Supply Company
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

- ☒ Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.
☐ Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in Material Supply

Number of years in trade of business 7 years

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

- B. Actual work performed on any project and the payment thereof and,
- C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.
5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

CEI

(Name of Certifying Agency)

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

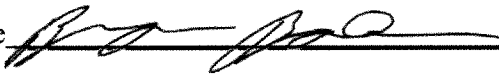
Name Bryan Banks of Agile Supply Company Firm:

Address:

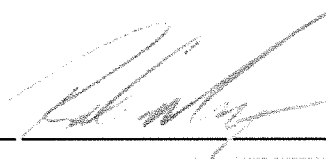
706 W Bradley Ave, Urbana, IL 61801

Phone:

312-972-5551

Signature  Title President Date 6/4/2026

Corporate Seal (where appropriate)

Signature of Prime Contractor: 

Date: 6/4/2026



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

EL Pruitt Company
PO Box 3306
Springfield IL 62708

Surety:

(Name, Legal Status and Principal Place of Business)

Employers Mutual Casualty Company
PO Box 712
Des Moines IA 50306

Owner:

(Name, Legal Status and Address)

City of Springfield
300 South 7th St
Springfield, IL 62701

Bond Amount: Five percent of bid

Project:

(Name, location or address, and Project number, if any)

Lead Service Line Replacements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

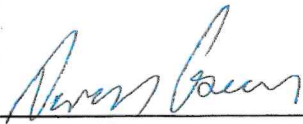
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 4th day of June, 2026



(Witness)

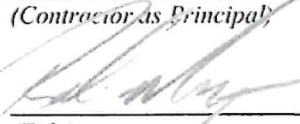


(Witness)

EL Pruitt Company

(Contractor as Principal)

(Seal)

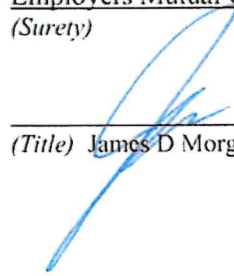


(Title) Robert Meyers, Vice President

Employers Mutual Casualty Company

(Surety)

(Seal)



(Title) James D Morgason, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

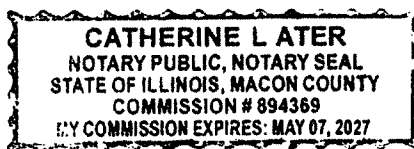
On 4th day of June, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D Morgason

known to me to be Attorney-in-Fact of Employers Mutual Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument
in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L. Ater

(Notary Public)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT
KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

James D Morgason

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

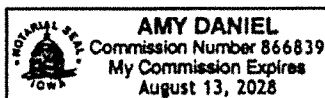
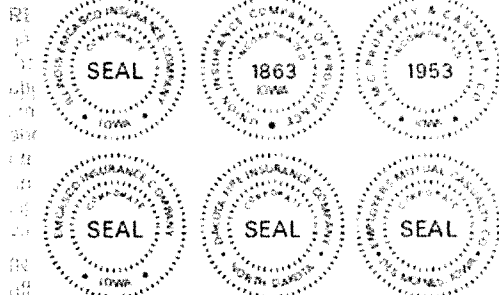
AUTHORITY FOR POWER OF ATTORNEY

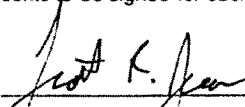
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company, shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

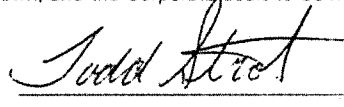
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals





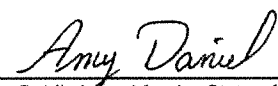
Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6



Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

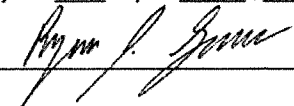
My Commission Expires August 13, 2028.



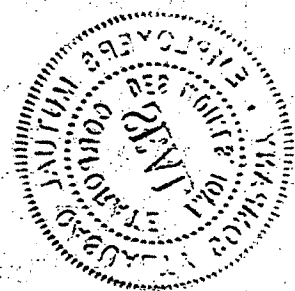
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of June, 2026.



Vice President



USA TODAY CO.



PO Box 631200 Cincinnati, OH 45263-1200

AFFIDAVIT OF PUBLICATION

Courtney Crosby
E.L. Pruitt Co/ Kelp Llc
3090 Colt RD
Springfield IL 62707-9778

STATE OF ILLINOIS, COUNTY OF SANGAMON

The State Journal-Register, a daily newspaper of general circulation, printed and published in Springfield, Sangamon County, Illinois; that the publication, a copy of which is attached hereto, was published in said newspaper in the issues dated:

SJR sj-r.com 05/17/2026
SJR State Journal-Register 05/17/2026, 05/18/2026

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 05/18/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$150.92	
Tax Amount:	\$0.00	
Payment Cost:	\$150.92	
Order No:	12336088	# of Copies:
Customer No:	859618	0
PO #:	LILS0520036	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

**Request for Bids from
MBE and WBE Businesses:
Springfield Lead Service
Line Replacements FY27 &
FY28**

E.L. Pruitt Company, 3090
Colt Road, Springfield, IL
(217-789-0966) is seeking
Illinois MBE or WBE certi-
fied businesses for the
Springfield Lead Service
Line Replacements FY27 &
FY28 project for subcon-
tracting opportunities in the
following areas: Site Utility
subcontractors and suppli-
ers. All MBE and WBE busi-
nesses should contact, IN
WRITING (Certified Letter,
return receipt requested),
Aaron Green, Preconstruc-
tion Manager, to discuss the
subcontracting opportuni-
ties. The most responsible,
qualified, low bidders will
be considered for award.
All negotiations must be
completed prior to bid
opening of June 4, 2026 at
2:00 PM.
May 17, 18 2026
LILS0520036

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW27-04-23

CONTRACT NAME: Lead Service Line

Replacements FY27 & FY28

NAME OF BIDDER: Petersburg Plumbing & Excavating LLC

ADDRESS OF BIDDER: 3550 Great Northern Ave., Springfield, IL 62711

2026-318

REQUIRED FORMS

**UNLESS OTHERWISE
STATED IN SECTION 3,
ONLY SECTIONS 5 & 6
OF THIS BOOKLET NEED
TO BE SUBMITTED FOR
BIDDING.**

SECTION V

5. PROPOSAL PRICING

PRICE PAGE

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Approx. Quantity per Service</u>	<u>Approx. Number of Services w/ that Quantity</u>	<u>Approx. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	1" Type K, Copper Service Pipe	L.F.	50	5	250	\$ 21.00	\$ 5,250.00
2	3/4" Type K, Copper Service Pipe	L.F.	50	95	4750	\$ 16.00	\$ 76,000.00
3	1" Shutoff Ball Valve	Ea.	1	5	5	\$ 143.00	\$ 715.00
4	3/4" Shutoff Ball Valve	Ea.	1	95	95	\$ 105.00	\$ 9,975.00
5	Trenchless Replacement on Existing Routes	L.F.	50	90	4500	\$ 74.00	\$ 333,000.00
6	Trenchless Replacement on New Routes	L.F.	50	5	250	\$ 74.00	\$ 18,500.00
7	Open-Cut Replacement	L.F.	50	5	250	\$ 72.00	\$ 18,000.00
8	Rock Excavation	C.Y.	1	5	5	\$ 273.00	\$ 1,365.00
9	Trench Backfill (Selected Granular Backfill) (FA-6)	C.Y.	4	50	200	\$ 89.00	\$ 17,800.00
10	Temporary Surface Over Trench (CA-6)	C.Y.	1	10	10	\$ 286.00	\$ 2,860.00
11	Asphalt Street Removal and Replacement	S.Y.	8	40	320	\$ 550.00	\$ 176,000.00
12	Concrete Street Removal and Replacement	S.Y.	8	10	80	\$ 550.00	\$ 44,000.00
13	Brick Street Removal and Replacement	S.Y.	8	5	40	\$ 589.00	\$ 23,560.00
14	Oil Mat Street Removal and Replacement	S.Y.	8	20	350	\$ 427.00	\$ 149,450.00
15	Concrete Driveway Removal and Replacement	S.Y.	8	5	40	\$ 483.00	\$ 19,320.00

PRICE PAGE

16	Blacktop Driveway Removal and Replacement	S.Y.	8	5	40	<u>\$292.00</u>	<u>\$ 11,680.00</u>
17	Gravel Driveway Removal and Replacement	S.Y.	8	5	40	<u>\$107.00</u>	<u>\$ 4,280.00</u>
18	Concrete Sidewalk Removal and Replacement	S.F.	30	50	1500	<u>\$49.00</u>	<u>\$73,500.00</u>
19	Concrete Curb Removal and Replacement	L.F.	6	10	60	<u>\$240.00</u>	<u>\$ 14,400.00</u>
20	Concrete Curb and Gutter Removal and Replacement	L.F.	6	10	60	<u>\$240.00</u>	<u>\$ 14,400.00</u>
21	Concrete Steps Removal and Replacement	L.F.	6	5	30	<u>\$468.00</u>	<u>\$ 14,040.00</u>
22	Topsoli, Seeding and Hydro-Mulch	S.Y.	10	150	1500	<u>\$60.00</u>	<u>\$ 90,000.00</u>
23	Mobilization	Ea.	1	150	150	<u>\$520.00</u>	<u>\$ 78,000.00</u>

Total: \$ 1,196,095.00

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 150 lead service line replacements.

SECTION VI

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.
2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: Petersburg Plumbing & Excavating LLC

Contact Name: Brian Vogt

Vendor Address: 3550 Great Northern Ave., Springfield, IL 62711

Vendor E-Mail: bvogt@henson-robinson.com

Phone: (217) 321-0036

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 15 years and respectfully invites your attention to the following products and/or services:

Water main installation and repairs, sewer main installation and repairs, water services

site services, water relocation, etc.

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

☒ Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

☒ Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

☒ Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

☒ Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

☒ Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

- ☒ (a) The undersigned bidder will not award subcontracts in the performance of this contract.
- ☐ (b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

- ☒ Local Vendor – City of Springfield, Illinois
- ☐ Local Vendor – Sangamon County, Illinois
- ☐ Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

- ☒ Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

☒ None

☐ List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

☒ Please confirm

*Response required

We certify:

☒ 13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

☒ 13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

Please select ☒ (a) or ☐ (b)

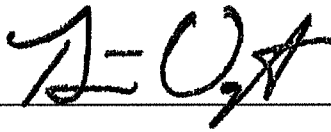
*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

☒ Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.



Signature of Bidder

Brian Vogt, President

Print Name & Title

ATTACHMENT A
SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

- ☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ No subcontractors will be utilized on this project (if selected, Attachment B is not required.)

Section II

Prime Contractor Petersburg Plumbing & Excavating LLC

Project UW27-04-23 Lead Service Line Replacements FY27 & 28

Total Contract Value: \$1,196,095.00

Name: Petersburg Plumbing & Excavating LLC

Address: 3550 Great Northern Ave., Springfield, IL 62711

Phone: (217) 321-0036

Contact Person: Brian Vogt

Email: bvogt@henson-robinson.com

Ownership Status: MBE ☐

FBE ☐

Non-MBE/FBE ☒

Section III

Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
*N/A - No Subs will be utilized				
TOTALS				

* If more than seven firms are utilized, please copy the form and attach the additional information

Section IV

Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason
J-MMAC Transport	Trucking & Disposal	The quoted bid exceeded our self-performed rates, making it difficult for our proposal to remain competitive.

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
*see attached proof of publication		

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

Section VII

BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES

I Brian Vogt do hereby certify that:
(Name)

1. I am President of the Petersburg Plumbing & Excavating LLC
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in

ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company Petersburg Plumbing & Excavating LLC

Signature _____

Title President

Date 6-4-26

Corporate Seal (where appropriate)



Section VIII

- ☐ Minority-Owned Business
☐ Female-Owned Business
☒ Not Applicable

CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I _____ do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

- ☐ Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.
☐ Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in _____

Number of years in trade of business _____

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

- B. Actual work performed on any project and the payment thereof and,
- C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.
5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

(Name of Certifying Agency)

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name _____ of _____ Firm: _____

Address: _____

Phone: _____

Signature _____ Title _____ Date _____

Corporate Seal (where appropriate)

Signature of Prime Contractor: _____

[Handwritten Signature]



Date: 6-4-26 _____

ATTACHMENT B

M/FBE PARTICIPATION WAIVER REQUEST

(Submit if Sub-Contractors are to be utilized and % outlined in Addendum 7.4 not met)

Prime Contractor: Petersburg Plumbing & Excavating LLC

Project: UW27-04-23 Lead Service Line Replacements FY27 & 28

Name: Petersburg Plumbing & Excavating LLC

Address: 3550 Great Northern Ave., Springfield, IL 62711

Phone: (217) 321-0036

Contact Person: Brian Vogt

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)

- | | | |
|---|-------------------------------------|--|
| 1. No qualified M/FBEs responded to our invitation to bid. | ☐ | |
| 2. Describe good faith efforts (attach explanation) | ☒ | *see attached proof of publication |
| 3. Describe why waiver is necessary even though received qualified M/FBE proposals (attach explanation) | ☒ | *see attached Section IV in attachment A |

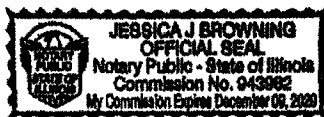
SIGNED: _____

Company Official

DATE: 6-4-26

Given under my hand and notarial seal this 4 day of June

(seal)



Jessica Browning

Notary Public

FOR OFFICE USE ONLY

☐ Approved

☐ Disapproved

Reviewed by: _____

Date: _____

USA TODAY CO.



PO Box 631200 Cincinnati, OH 45263-1200

AFFIDAVIT OF PUBLICATION

Henson Robinson Co. L*
Po Box 13137
Springfield IL 62791-3137

STATE OF ILLINOIS, COUNTY OF SANGAMON

The State Journal-Register, a daily newspaper of general circulation, printed and published in Springfield, Sangamon County, Illinois; that the publication, a copy of which is attached hereto, was published in said newspaper in the issues dated:

SJR sj-r.com 05/17/2026
SJR State Journal-Register 05/17/2026, 05/18/2026

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 05/18/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$123.56	
Tax Amount:	\$0.00	
Payment Cost:	\$123.56	
Order No:	12334458	# of Copies:
Customer No:	856882	0
PO #:	LILS0519576	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

**Notice to Disadvantaged
Businesses**

Petersburg Plumbing &
Excavating LLC, 3550 Great
Northern Ave., Springfield,
IL 62711, (217) 321-0036
is seeking disadvantaged
businesses for City of
Springfield Lead Service
Line FY27&28 Project for
subcontracting opportuni-
ties in the following areas:
Haul-Off, Concrete Patch-
ing, Trucking, Tree Removal,
Final Grading & Seeding. All
disadvantaged businesses
should contact, IN WRITING,
(certified letter, return
receipt requested), Micky
Mann to discuss subcon-
tracting opportunities.
All negotiations must be
completed prior to the bid
opening on June 4, 2026.
May 17, 18 2026
LILS0519576

ACKNOWLEDGEMENT

ADDENDUM #1

UW27-04-23

Lead Service Line Replacements FY27 & FY28

Each bidder shall acknowledge receipt of this Addendum by their signature below and shall include a copy of this Addendum Acknowledgment Form at the end of Section III of the REQUEST FOR PROPOSAL. Failure to do so will be sufficient cause to reject your bid.

CERTIFICATION BY BIDDER

The undersigned acknowledges receipt of this Addendum and certifies that the bid submitted is in accordance with the information, instructions and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

Petersburg Plumbing & Excavating LLC1

NAME OF BUSINESS

BY:

TITLE: President

(Title & Capacity of Person Signing)

DATE: 6-4-26

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*Petersburg Plumbing & Excavating LLC *of business)*3550 Great Northern Avenue,
Springfield, Illinois 62711**SURETY:***(Name, legal status and principal place**of business)*Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196**OWNER:***(Name, legal status and address)*City of Springfield
300 S. Seventh Street
Springfield, IL 62701**BOND AMOUNT:** \$ (---5%---)

Five Percent of Bid Amount

PROJECT:*(Name, location or address, and Project number, if any)*

RFP UW27-04-23 Lead Service Line Replacements FY27 & 28

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:57:27 on 05/29/2012 under Order No. 8038099141_1 which expires on 03/01/2013, and is not for resale.

User Notes:

(1766873677)

Signed and sealed this 4th day of June, 2026.

Norissa Stetter
(Witness) Norissa Stetter, Witness

Katherine Ni Bowman
(Witness) Katherine Ni Bowman, Witness

Petersburg Plumbing & Excavating LLC
(Contractor as Principal) (Seal)

Brian Vogt
(Title) Brian Vogt, President
Fidelity and Deposit Company of Maryland
(Surety) (Seal)

Andrea J. Petrilli
(Title) Andrea J. Petrilli, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John P. ECK, JR., Laurie A. WALDECK, William H. SOWLE, John S. HESTER, James J. REAVY, Michael A. AIELLO, Andrea J. PETRILLI, Lori RUPPEL WILLIAMS, Peter M. CASPER, JR. and Kim FENTON**, all of **Springfield, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

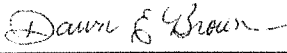
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of December, A.D. 2023.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison

**GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025**



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

2026-218

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of June, 2025.



A handwritten signature in blue ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

2026-318

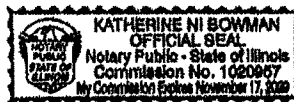
STATE Illinois

COUNTY Sangamon

On June 4, 2026, before me, a Notary Public in and for said County and State, residing therein, duly Commissioned and Sworn personally appeared Andrea J. Petrilli, known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland, who executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said Corporation, and they duly acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year stated in this certificate above.

MY COMMISSION EXPIRES: 11-17-2029

NOTARY PUBLIC Katherine N. Bowman



2026-318

Form B - IPG Active Registered Vendor Disclosures

Please read the following instructions carefully.

FORM B - IPG Active Registered Vendor Disclosures may be used when the vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG Number.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.illinois.gov>) and search the "Vendor Directory". If you do not find your company name, you do not have an active, unexpired IPG Number and you must submit FORM A - Vendor Disclosures with your solicitation response.

If the vendor is not registered in the IPG and does not have an active IPG Number with an unexpired date, the vendor must complete and submit the information requested on FORM A - Vendor Disclosures with their response.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

This form is for vendors who have a valid, active registration in the IPG.

Please read this entire section and provide the requested information as applicable. All parts in Form B - IPG Active Registered Vendor Disclosures must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has registered in the IPG. The State of Illinois Chief Procurement Office approved the registration and provided the IPG Number and Expiration Date disclosed below:

IPG Number: IPG - 0673902

IPG Expiration Date: 09/12/2026

2. Certification Timely to this Solicitation

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).

☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by, or do you or your parent entity(ies) employ, a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation?

☐ Yes ☒ No

If yes, identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Attach an additional page in the same format as provided below, if necessary.

Name	Address	Relationship to Disclosing Entity

Form B - IPG Active Registered Vendor Disclosures

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative, lobbyist, or other agent to obtain this University contract (attach additional documentation as necessary):

4. Disclosure of Pending and Current Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with any units of State of Illinois government?

☒ Yes ☐ No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if necessary.

Agency/University	Project Title	Status	Value	Contract Reference/ P.O./Illinois Procurement Bulletin #
See attached list.				

5. Certification of Compliance with 30 ILCS 500/25-210

Vendor certifies that no procurement or laundering of apparel provided to the State under the contract has been or will be provided through the use of forced labor exploitation. 30 ILCS 500/25-210.

6. Signature

As of the date signed below, I certify that:

1. My business information, certifications and disclosures contained within the IPG are truthful, accurate and current.
2. The certifications and disclosures made in this Form B - IPG Active Registered Vendor Disclosures are truthful and accurate.

This Form B - IPG Active Registered Vendor Disclosures is signed by an authorized officer or employee on behalf of the bidder, offeror, vendor, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This information is submitted on behalf of:

Vendor Contact: <u>Brian Vogt</u>	Signature: <u></u>
Vendor Name: <u>Petersburg Plumbing & Excavating LLC</u>	Phone: <u>(217) 321-0036</u>
Street Address: <u>3550 Great Northern Ave.</u>	City, State, Zip: <u>Springfield, IL 62711</u>
Vendor Email: <u>bvogt@henson-robinson.com</u>	Date: <u>3-11-26</u>



Capital
Development
Board

Building a Better Illinois

STATE OF ILLINOIS
JB PRITZKER, GOVERNOR
TAMAKIA EDWARDS, EXECUTIVE DIRECTOR

BOARD MEMBERS
Eileen Rhodes, Chair
Pam McDonough, Vice Chair
Ama Addai
Araceli Garza
Saul Morse
Beverly Potts
Glyn M. Ramage

July 31, 2025

LETTER OF PREQUALIFICATION

Petersburg Plumbing and Excavating, LLC
P.O. Box 13137
Springfield, IL 62791

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor/bidder prequalification process. Your prequalification is valid in the respective trade(s) listed below and will remain in effect until **July 31, 2028**.

Demolition/Excavation

Firm ID Number is 31732

All correspondence between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Firms are required to notify CDB within 10 business days of ANY material changes to the information contained in the prequalification application. If any of the conditions in the application are violated by the firm within the time of this notification, prequalification of the firm will be rescinded. Renewal letters are mailed out approximately 60 days prior to a firm's expiration. It is the responsibility of each firm to ensure that prequalification is renewed.

Please review this notification carefully and contact CDB prequalification at CDB.VendorReg@illinois.gov if you have any questions. Please visit our website at <http://cdb.illinois.gov> for any helpful information.

We look forward to a long and successful relationship with your firm.

Sincerely,

CAPITAL DEVELOPMENT BOARD

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 24700

Petersburg Plumbing and Excavating LLC

3550 Great Northern Avenue

Springfield IL 62711

Information for this business last updated on:

Monday, March 17, 2014

Certificate produced on Wednesday, February 04, 2015 at 11:40
AM



2026-318

965

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Apprenticeship & Skill Improvement Committee for Central Illinois,
Springfield, Illinois
Operating Engineer

Operating Engineer Construction Driver

Registered as part of the National Apprenticeship Program

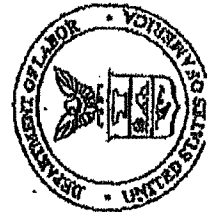
in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Registered March 10, 1970
Date Revised March 4, 2008

IL006 780022

Registration No.



Loi Chao
Secretary of Labor

Anthony Dunge
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

SPRINGFIELD PLUMBERS & STEAMFITTERS JOINT APPRENTICESHIP COMMITTEE
U.A. LOCAL 137
SPRINGFIELD, ILLINOIS
FOR THE TRADE OF PLUMBER

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTRATION: January 5, 1953
REVISION: November 13, 1992
Date

IL006-0094
Registration No.

Lynn Martin
Secretary of Labor

Anthony S. Swasey
Acting Director, Bureau of Apprenticeship and Training

2026-318

File Number 0362676-8



To all to whom these Presents Shall Come, Greeting:
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PETERSBURG PLUMBING AND EXCAVATING, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 25, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 3126401923

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 21ST
day of SEPTEMBER A.D. 2011

Jesse White

SECRETARY OF STATE

2026-318

Governor
JB Pritzker



Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

PETERSBURG PLUMBING & EXCAVATING LLC

3550 Great Northern Ave
Springfield, IL, 62711

IDHR Eligibility Number: 134022-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.



Form Number:
PC1

Start Date
07/30/2021

Expiration Date
07/29/2026

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL, 60601



Current Project		Client	Contract Amount	% Complete	Required Completion Date
*	CWLP Lead Service Replacement	City of Springfield	\$2,806,045.00	25%	3/27
	UIS Library	State of Illinois	\$754,486.00	95%	10/26
	Ashland Lift Station	Village of Ashland	\$1,093,650.00	95%	7/26
	Springfield Sangamon County Transportation Center - West Side	Sangamon County	\$2,534,306.00	50%	9/27
	North Grand Avenue (93773)	State of Illinois	\$4,929,126.00	50%	8/27
*	West Main Cross Water & Storm Sewer	State of Illinois	\$2,353,482.00	85%	10/26
	IL 29 Storm Sewer	State of Illinois	\$983,273.00	25%	10/27
	Pana 16" Water Main	City Of Pana	\$1,868,315.00	0%	5/27
	Ridgley Park Sewer Rehab	City of Springfield	\$441,926.00	0%	4/27

*IEPA Revolving Fund Project



PETERSBURG

PLUMBING & EXCAVATING LLC
PLUMBING • EXCAVATING • DIRECTIONAL BORING

3550 GREAT NORTHERN AVE • SPRINGFIELD, ILLINOIS 62711
PH 217-321-0036 • FAX 217-544-0829

OSHA Citations

***Unaware of any citations or complaints from OSHA, FMLA, FLSA, ADA, NLRA, ADEA, The Federal Civil Rights Act, The Illinois Human Rights Act, The Illinois Wage and Hour Law, or the Prevailing Wage Act, within the last 5 years.**

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Emily RosenbergerPHONE NUMBER: x-2609EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$909,910.00SUGGESTED TITLE: Authorize and Accept/ EL Pruitt Company/ \$856,216.00 / for the Office of Public Utilities
909,910CONTRACTOR / VENDOR NAME: E.L. PruittVENDOR NO: EL002141CONTRACT TERM: 2 year Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$909,910.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☒ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	101	100	BE	4452	2304
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Letter from Todd LaFountain
Unofficial Bid Results and bid books

STAFF ANALYSIS

This ordinance will authorize a two year contract with a local licensed plumbing contractor to replace water service lines and associated surface restorations for CWLP customers that had lead service lines disturbed and then replaced by the CWLP Water Department during non-planned emergency repairs. The bid specs are similar to past bid specs for our lead service line replacement projects. We estimate replacing approximately 150 lead service lines over the next two years on an emergency basis. CWLP crews and budgeted O&M funds will be used to replace the lead service line from the water main to the curb stop or meter pit. This contract establishes prices with E.L. Pruitt to use CWLP budgeted O&M funds for private service line replacements and restoration costs. There were two local bidders on this project

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.08 13:16:56
+05'00'DIRECTOR / SUPERVISOR: [Signature]CITY PURCHASING AGENT: [Signature]

SIGN OFF: _____

(Mayor's Signature) GEA

Date: _____

Date: 6/8/2026Date: 6/25/2024

(Director of OBM)

The information supplied on this form is not confidential information.

2026-318

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION AND
ACCEPTANCE AND EXECUTION OF GRANT BA-26-325 FROM THE ILLINOIS
DEPARTMENT OF NATURAL RESOURCES (IDNR) FOR IMPROVEMENTS TO
CENTER PARK AREA AND THE BEACHHOUSE AREA, FOR THE OFFICE OF
PUBLIC UTILITIES**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Illinois Department of Natural Resources (“IDNR”) through the Boat Access Area Development (“BAAD”) Program is willing to grant the Office of Public Utilities Grant No. BA-26-325 to be used for improvements to Center Park’s sailboat launch area and Beachhouse area in the amount of \$199,800.00; and

WHEREAS, it is in the best interest of the City of Springfield, Illinois, to accept the grant from IDNR in the amount of \$199,800.00; and

WHEREAS, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. BA-26-325.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: The City Council of the City of Springfield, Illinois, hereby accepts Grant No. BA-26-325 from the IDNR to be used for funding improvements to Center Park and Beachhouse areas in the amount of One Hundred Ninety-Nine Thousand Eight Hundred Dollars and No Cents (\$199,800.00).

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with the Illinois Department of Natural Resources on behalf of the City of Springfield Office of Public Utilities.

Section 3: That the City Council hereby authorizes a supplemental appropriation in the amount of One Hundred Ninety-Nine Thousand Eight Hundred Dollars and No Cents (\$199,800.00).

Section 4: The City of Springfield Office of Budget and Management is hereby to effectuate the supplemental appropriation for the Office of Public Utilities from Revenue Account 101-200-JA-6014-LW77 into Expenditure Accounts 101-200-JA-4752-2306 and 101-200-JA-4752-2307 in the amount of One Hundred Ninety-Nine Thousand Eight Hundred Dollars and No Cents (\$199,800.00).

Section 5: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

6-29-26

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Department of Natural Resources

CONTRACT AMOUNT: \$199,800.00

TYPE OF AWARD: Grant

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This Ordinance provides authority to approve a reimbursable grant agreement to make improvements to Center Park and the Beachhouse area. CWLP applied for and was awarded a reimbursable grant funding in the amount of \$199,800.00 from the Illinois Department of Natural Resources, BAAD Grant, to make improvements at Lake Springfield's Center Park sailboat launch area. Improvements include a new motorboat and canoe launch area (12 boat slips), parking lot improvements for increased accessibility, safety and efficiency. This Ordinance request also includes a budget supplemental appropriation to accept the reimbursable grant into revenue accounting string 101/200/JA/6014/LW77 and to expense the funds from 101/200/JA/4752/2306 and 101/200/JA/4752/2307.



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
CITY OF SPRINGFIELD**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Springfield (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
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Article III	Grantee Certifications and Representations
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Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
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Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Signature of **Natalie Finnie, Director**

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

CITY OF SPRINGFIELD

By: _____

Signature of Authorized Representative *GEA*

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on Upon Execution and expires on 24 months after Execution (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$199,800.00, of which are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is Boat Access Area Development and Assistance Listing Number is 422-11-1095. The Catalog of State Financial Assistance (CSFA) Number is 422-11-1095 and the CSFA Name is BAAD - Boat Access Area Development (FY26). If applicable, the State Award Identification Number (SAIN) is N/A.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and VBD7LLHA3MJ3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376002037 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit

*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made

in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and

the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et*

seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work

satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is

necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time

spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be

separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44

Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to,

the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of

contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the

Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Project Title: Lake Springfield Center Park

Project Location: 255 Long Bay Dr, Springfield, IL 62712

Description:

This project will include a walking path from the parking lot to the new dock, the new motorboat dock and canoe launch (12 boat slips), parking lot improvements for increased accessibility, safety, and efficiency, and trailer parking to be included. This project will take place along the shoreline of Lake Springfield Center Park, a 33-acre park in total.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Boat Access Area Development Grant Program (BAAD). It is funded up to 100% through (BAAD).

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project billings shall be submitted within 60 days of project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

If the approved (BAAD) project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July, & Oct) beginning with the quarter immediately following the project effective date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

GRANTEE CONTACT

Name:	Drew Jenkins	Name:	Dan Brill
Title:	Conservation Grant Administrator	Title:	Superintendent of Land, Water & Real Estate Resources
Address:	1 Natural Resources Way Springfield, IL 62702	Address:	200 E Lake Shore Dr. Springfield, Illinois 62712

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:	
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FOR GRANT ADMINISTRATION

GRANTOR CONTACT

GRANTEE CONTACT

Name:	Andrew Reagan	Name:	Dan Brill
Title:	Conservation Grant Administrator	Title:	Superintendent of Land, Water & Real Estate Resources
Address:	1 Natural Resources Way, Springfield, IL 62702	Address:	300 S. Seventh St. Room 210 Springfield, IL 62701
Phone:	2177851381	Phone:	217-757-8660
TTY#:		TTY#:	
Email Address:	andrew.c.reagan@illinois.gov	Email Address:	DAN.BRILL@CWLP.COM

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the public by accomplishing the following items:

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.

Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

Reporting Period PPR and PFR Due Date

January 1 – March 31 April 15

April 1 – June 30 July 15

July 1 – September 30 October 15

October 1 – December 31 January 15

Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report. As required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Projects May Not Go Out To Bid and No Ground Work may begin until you receive the following items from your assigned grant administrator:

- Executed Grant Agreement
- An approved CERP

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

**ARTICLE XXIV
ILLINOIS WORKS JOBS ACT**

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants/contracts with an estimated total project cost of \$500,000 or more, the grantee/contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation at the time an applicant submits to the Department an application of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs (ILCS 559/20-10). The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-Apprenticeship Program, the Illinois Climate Works Program, or the Highway Construction Careers Training Program. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to (30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

24.2. When project is subject to Illinois Works Jobs Program Act, the grantee should include language in bidding documents and contracts to notify contractors of their obligations to comply with the Act and to ensure compliance with the Act.

24.3. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

**ARTICLE XXV
ADDITIONAL BUDGET PROVISIONS**

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of

either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars (\$1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over \$1,000 must be requested in advance and be approved by the Grantor.

**ARTICLE XXVI
ADDITIONAL TERMINATION; SUSPENSION; NON-COMPLIANCE PROVISIONS**

26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

**ARTICLE XXVII
ADDITIONAL MODIFICATION PROVISIONS**

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the term set forth in paragraph 2.1. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

**ARTICLE XXVIII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

**ARTICLE XXIX
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

**ARTICLE XXX
ADDITIONAL MISCELLANEOUS PROVISIONS**

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

**ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**ARTICLE XXXII
INCORPORATION**

32.1. Incorporation into Agreement. The full Uniform Application, Uniform Budget, applicable Grant Manual, are hereby incorporated into this Agreement and therefore are part of this Agreement. The Grants Application, Attachments, and supporting documents submitted by the Grantee, or a revised Application subsequently submitted and approved by the Grantor, is considered final and is incorporated herein by reference.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXIII REPORT DELIVERABLE SCHEDULE

33.1. Periodic Reports. The Grantee is required to submit the following periodic reports based on the Reporting Period and Due Dates listed below.

- (a) **Periodic Performance Report (PPR)** – describes the progress of the activities/implementation of the project
- (b) **Periodic Financial Report (PFR)** – documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget.

<u>Reporting Period</u>	<u>PPR and PFR Due Date</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

33.2. Final Project Report. The Grantee shall submit a written Final Project Report to the Grantor no later than 30 days following the completion of the project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Grantor.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of Grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor

33.3. Failure to provide the Final Project Report. As required may render the Grantee ineligible to receive payments under the current award or make them ineligible for future awards.

ARTICLE XXXIV EQUIPMENT REPORTS

34.1. Equipment reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7)

**ARTICLE XXXV
REIMBURSEMENT OF COSTS INCURRED**

35.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant Term as identified in this Agreement. Costs incurred prior to the effective date identified in the Term of this Agreement, and costs incurred after the expiration date for the Term of this Agreement are not eligible for reimbursement.

**ARTICLE XXXVI
FINANCIAL INFORMATION**

36.1. Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Boat Access Area Development Programs as so specified in 17 Illinois Administrative Code Part 3035.

36.2. Payment. Any payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to Grantor of a certified billing request listing all funds expended and including any other documentation required by Grantor following all instructions provided in the Implementation and Billing Packet.

36.3. Project Billings. Project billings are to be submitted to the Grantor quarterly. Forms and instructions presented in the Implementation and Billing Requirements must be used.

36.4. Final Billing. A project shall be deemed completed for grant payment when the Grantee submits a final certified project billing form seeking final grant reimbursement which is approved for payment by the Grantor. Failure by the Grantee to submit required billing forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the Grantor from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee will be reprogrammed at the discretion of Grantor.

36.5. Record Maintenance. The Grantee shall maintain, for a minimum of three years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Grantor, or the Auditor General, or the Attorney General if requested, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

36.6. Audit. The Grantee, within 30 days of notification, shall provide the Grantor with a copy of any agency-wide audit(s) covering the period of the grant expenditures that report "findings" involving the herein referenced project.

**ARTICLE XXXVII
PROGRAM SPECIFIC TERMS**

37.1. Project Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations

thereunder and may result in debarment for two grant cycles.

37.2. Project Progress. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the Grantor per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Grantor under this Agreement.

37.3. Operation and Maintenance. Grantee must comply with and abide by the following operation and maintenance provisions as well as all provisions identified in 17 Ill. Adm. Code 3035.70.

(a) Operation and maintenance of the grant project facility is the responsibility of the Local Agency. The boat launching and access facilities shall be continuously operated and maintained by the Local Agency at no cost to the Grantor and shall be operated and utilized in a manner that maximizes the intended benefits to and for the general public.

(b) All land and water areas that are open to the public shall be available for use and enjoyment by the public without regard to race or color, sex, national origin, age or disability. No lessee or licensee of an area under a concessionaire providing a service to the public, including facilities and accommodations, shall discriminate against any person or persons because of race, color, sex, national origin, age or disability in the conduct of its operation under the lease, license or concession agreement.

(c) No improvements, alterations or modifications of these facilities shall be permitted except with the prior approval in writing by the Grantor. Approval will be given by the Grantor if the improvements, alterations or modifications comply with the criteria in Section 3035.50.

(d) The Grantor shall have access to all facilities at all times to ensure management and use of the facilities are in compliance with specified program regulations.

(e) Boats with gasoline or diesel motors shall not be prohibited from using any facility funded through State Boating Act Funds to launch and recover unless the facility is a designated canoe launch facility as approved by the Grantor.

37.4. Develop Projects. Projects receiving development/construction grant assistance only, shall be bound by the terms of this Agreement for the period of time specified below relating to the total amount of grant funds received. (17 Ill. Adm. Code 3025.70)

<u>Total Grant Award</u>	<u>Time Period After Final Billing</u>
\$1 to \$25,000	7 years
\$25,001 to \$100,000	12 years
\$100,000 to \$200,000	17 years

37.5. Acquisition Projects. Land acquired with funding assistance from the BAAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.6. Permits/Licenses. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

37.7. Environmental and Cultural Resource Compliance. Approved grant project construction shall not

commence and no payment shall be made under this grant until the Grantee, as set forth under the Grantor's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Grantor as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

37.8. Use of Illinois Resident Labor. At least 50% of the total labor hours on the project must be performed by actual residents of the State of Illinois. (20 ILCS 805/805-350).

37.9. Public Access. Any property acquired or developed through assistance from the Illinois BAAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

37.10. Conversion. Property acquired or developed with BAAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Grantor approval. Approval for property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality and location. (17 Ill. Adm. Code 3025.70)

37.11. Conversion Breach. Any deviation or conversion of the project site(s) from public BAAD recreation use without Grantor approval shall be considered a breach of this Agreement resulting in the Grantee being held liable for replacing said converted property with comparable land as deemed acceptable by the Grantor.

37.12. Property Appraisal. Projects receiving acquisition assistance must have an appraisal provided by the Grantee and submitted to the Grantor for review and certification to establish the property's market value. The appraisal must be completed to Grantor specifications. (17 Ill. Adm. Code 3035.70)

37.13. Title/Deed. For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for a period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by the Grantor. The Grantor will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits a unit of local government from entering into such a long-term agreement, or other circumstances beyond the control of the local unit of government prohibit such arrangements. The Grantee must also adhere to applicable local bidding and procurement requirements. (17 Ill. Adm. Code 3035.70)

37.14. Assignment. No assignment of grant provisions or duties is allowed.

37.15. Americans with Disabilities Act. All facilities constructed with state BAAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.), and the regulations thereunder 28 CFR 35.130.

37.16. Project Site Access. It is agreed and understood by the Grantee that a Grantor representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that Grantor reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

37.17. Project Acknowledgement. The Grantee shall give proper credit to the appropriate Fund and coordinate with the Grantor on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the Grantee, which refers to the project.

37.18. Signage. The Grantee shall post a sign, include a logo or affix a decal, if practical and applicable, crediting the applicable Fund. Signs, logos, and decals shall be supplied by the Grantor. The IDNR will provide guidance to the Grantee for posting of signs, logos and decals on projects awarded under this Fund.

37.19. Incorporation. The Grant Manual, the Grant Application, Grant Budget, and Implementation and Billing Packet is hereby incorporated herein by reference and made a material and binding part of this Agreement.

END OF DOCUMENT.

Illinois Department of Natural Resources Boat Access Area Development Grant Award Fee

The Boat Access Area Development Grant Program requires a **Grant Award Fee** be submitted by successful applicants at the time the grant agreement is returned to the IDNR for final execution. This fee shall be calculated as 1% of the total funding assistance granted to the applicant.

EXAMPLES:

A \$200,000 grant award would require a \$2,000 Grant Award Fee
($\$200,000 \times 0.01 = \$2,000$)

An \$80,000 grant award would require a \$800 Grant Award Fee
($\$80,000 \times 0.01 = \800)

Grant Award Fees shall be rounded up to the nearest whole dollar amount.

EXAMPLES:

A \$54,750 grant award would require a \$548 Grant Award Fee
($\$54,750 \times 0.01 = \547.50 rounded up to the nearest whole dollar = \$548)

The grantee may choose to consider the Grant Award Fee as an allowable reimbursement cost and include this cost in the identified costs of the project if so desired.

Failure of a Grant Award Fee to clear the bank it is drawn against will result in the automatic denial of the award and cancellation of the grant without further consideration.

This form must be completed and returned with the grant award fee.

GRANT NUMBER:	BA 26-325
APPLICANT:	City of Springfield
PROJECT TITLE:	Lake Springfield Center Park
TOTAL PROJECT COST:	\$ 199,800.00
TOTAL GRANT ASSISTANCE AWARD:	\$ 199,800.00 (Grant Award Fee based on this amount)
GRANT AWARD FEE AMOUNT ATTACHED:	\$ 1,998.00

Must be in the form of a bank draft made payable to the "Illinois Department of Natural Resources" and mailed to:
Illinois Department of Natural Resources
OGMA – BAAD Grant Program
One Natural Resources Way
Springfield, IL 62702

I hereby certify that I have read the above information and that the required Grant Award Fee is included with our signed agreement being returned to the IDNR:

(signature & date)



Please contact the IDNR Division of Grant Administration at (217) 782-7481 or dnr.grants@illinois.gov if you have any questions.

Revised 4/2021

2026-319

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Emily RosenbergerPHONE NUMBER: x-2609EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$199,800SUGGESTED TITLE: Supplemental Appropriation/BAAD grant/\$199,800/ for the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Illinois Department of Natural Resources VENDOR NO: 5708CONTRACT TERM: Two years Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$600,000
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid

☒ Other: Grant
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	200	JA	6014	LW77	\$199,800
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	200	JA	4752	2306	\$50,000
2	101	200	JA	4752	2307	\$149,800
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Agreement

STAFF ANALYSIS

This Ordinance provides authority to approve a reimbursable grant agreement to make improvements to Center Park and the Beachhouse area. CWLP applied for and was awarded reimbursable grant funding in the amount of \$199,800 from Illinois Department of Natural Resources, BAAD grant, to make improvements at Lake Springfield's Center Park sailboat launch area. Improvement include new motorboat and canoe launch area (12 boat slips), parking lot improvements for increased accessibility, safety, and efficiency. Ordinance request also includes a budget supplemental appropriation to accept the reimbursable grant into revenue accounting string 101/200/JA/6014/LW77 and to expense the funds from 101/200/JA/4752/2306 & 2307.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.26 11:16:55 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Todd LaFountain
Digitally signed by Todd LaFountain
Date: 2026.06.11 09:34:13 -05'00'Date: Scott M. Rogers
Digitally signed by Scott M. Rogers
Date: 2026.06.12 11:04:21 -05'00'

CITY PURCHASING AGENT: _____

Date: 6/26/2026SIGN OFF: _____
(Mayor's Signature) _____
(Director of OBM) 

The information supplied on this form is not confidential information

2026-319

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL JOINT-FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$352,850.00 FOR CONTINUOUS MONITORING OF NUTRIENTS AND SUSPENDED SEDIMENT IN THE LICK CREEK AND SUGAR CREEK TRIBUTARIES TO LAKE SPRINGFIELD FOR THE TIME PERIOD OF OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2027, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Lake Springfield is an essential resource for drinking water, power generation, and recreation for the City of Springfield; however, intensive agriculture and expanding population within its 265-square-mile watershed have produced substantial inputs of nutrients and sediment to the lake resulting in impaired aquatic habitats, additional drinking water processes, and diminished recreational opportunities; and

WHEREAS, the United States Department of the Interior, U.S. Geological Survey (“USGS”), in cooperation with the City of Springfield, desires to enter into an Intergovernmental Joint-Funding Agreement with the City of Springfield, Office of Public Utilities for the continuous monitoring of nutrients and suspended sediment in the Lick Creek and Sugar Creek tributaries to Lake Springfield; and

WHEREAS, USGS will monitor two continuous water quality monitoring stations near the mouths of these two primary tributaries discharging into Lake Springfield and monitor these areas for the time period of October 1, 2025 through September 30, 2027; and

WHEREAS, the collected data will be used to characterize nutrient and suspended sediment concentrations and seasonality and compute constituent loadings to the lake over the monitored time period. The USGS will provide annual data summaries to the Office of Public Utilities. Such information will help inform and target land and water management activities and strategies to maintain and improve both lake and watershed resources; and

WHEREAS, the project includes equipment purchases, station installation, and removal, operation and maintenance, and project reports for the 2-year timeframe with a projected overall cost of \$352,850.00; and

WHEREAS, according to the Intergovernmental Joint-Funding Agreement, the USGS will fund \$133,850.00, and the City of Springfield’s cost will be \$219,000.00; and

WHEREAS, a copy of the agreement shall be on file with the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the Intergovernmental Joint-Funding Agreement with the USGS for the City of Springfield's portion of the cost, in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00) for the continuous monitoring of nutrients and suspended sediment in the Lick and Sugar Creek tributaries to Lake Springfield for the period of October 1, 2025 through September 30, 2027.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with USGS on behalf of the City of Springfield Office of Public Utilities.

Section 3: The payment to USGS for the total maximum amount not to exceed Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00) from Account No. 101-100-BC-6110-1218 is hereby authorized, approved, and directed.

Section 4: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2026

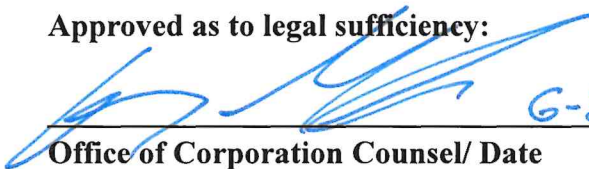
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

6-29-20

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: United States Department of the Interior- US Geological Survey

CONTRACT AMOUNT: \$352,850

TYPE OF AWARD: IGA

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord. 295-07-21, United States Department of the Interior- US Geological Survey, \$505,957.00, 4 years

INFORMATION:

This Ordinance allows the previous Intergovernmental Joint-Funding Agreement with the United States Department of the Interior, U.S. Geological Survey (USGS) to continue. This Ordinance will allow continuous water quality monitoring of two primary tributary streams (Lick Creek and Sugar Creek) that feed into Lake Springfield. The collected data will be used to determine the nutrient and suspended sediment concentrations and seasonality and compute constituent loadings to the lake during the monitoring period. USGS will provide annual data summaries to CWLP. Personnel from Urbana, Illinois USGS Office will perform streamflow and water quality monitoring. CWLP's portion will qualify for matching funds for the Regional Conservation Partnership Program (RCPP) grant awarded to CWLP and will assist in monitoring best management practices (BMPs) installed in Lake Springfield.



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent

DATE: June 16, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning U S Department of the Interior for two (2) year continuous water quality monitoring at the two (2) primary tributary streams (Lick Creek and Sugar Creek) that feed into Lake Springfield in an amount not to exceed \$352,850.00 for CWLP – Office of Public Utilities.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI ILLINOIS IOWA
1028 S. Bishop Ave., PMB 206 405 N. Goodwin Ave. 400 S. Clinton St. Rm 269
Rolla, MO 65401 Urbana, IL 61801 Iowa City, IA 52241

May 27, 2026

Daniel Brill
Supervisor of Land and Water Resources
City of Springfield, IL
City Water, Light & Power 200 E. Lake Dr.
Springfield, IL 62712

Dear Daniel Brill:

Enclosed is our standard joint-funding agreement 26NEJFA040 between the U.S. Geological Survey Central Midwest Water Science Center and City of Springfield, IL, for the continuous monitoring of nutrients and suspended sediment in Lick Creek and Sugar Creek, tributaries to Lake Springfield, during the period October 1, 2025 through September 30, 2027 in the amount of \$219,000 from your agency. U.S. Geological Survey contributions for this agreement are \$133,850 for a combined total of \$352,850. Please sign and return one fully-executed original to Amy Williams at akwilliams@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by October 1, 2025. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Colin Peake at (217) 328-9729 or email cpeake@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Amy Williams at phone number (217) 328-9748 or akwilliams@usgs.gov

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

WADE
KRESS

Wade Kress
Director, Central Midwest WSC

Digitally signed by WADE
KRESS
Date: 2026.05.27
12:43:50 -05'00'

Enclosure
26NEJFA040

2026-320

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001177
Agreement #: 26NEJFA040
Project #: NE009KT
TIN #: 37-6002037

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Springfield, IL party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the continuous monitoring of nutrients and suspended sediment in Lick Creek and Sugar Creek, tributaries to Lake Springfield, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$133,850 by the party of the first part during the period October 1, 2025 to September 30, 2027
- (b) \$219,000 by the party of the second part during the period October 1, 2025 to September 30, 2027
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001177
Agreement #: 26NEJFA040
Project #: NE009KT
TIN #: 37-6002037

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Colin Peake
Physical Scientist
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9729
Fax: (217) 328-9770
Email: cpeake@usgs.gov

Customer Technical Point of Contact

Name: Daniel Brill
Supervisor of Land and Water Resources
Address: City Water, Light & Power 200 E. Lake
Dr.
Springfield, IL 62712
Telephone: (217) 757-8660 Ext 1024
Fax: (n/a)
Email: dan.brill@cwlp.com

USGS Billing Point of Contact

Name: Amy Williams
Budget Analyst
Address: 405 N. Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 328-9748
Fax: (217) 328-9770
Email: akwilliams@usgs.gov

Customer Billing Point of Contact

Name: Daniel Brill
Supervisor of Land and Water Resources
Address: City Water, Light & Power 200 E. Lake
Dr.
Springfield, IL 62712
Telephone: (217) 757-8660 Ext 1024
Fax: (n/a)
Email: dan.brill@cwlp.com

U.S. Geological Survey
United States
Department of Interior

City of Springfield, IL

Signature

WADE
By KRESS Digitally signed by WADE KRESS
Date: 2026.05.27 13:28:59 -0500 Date: 5/27/26
Name: Wade Kress
Title: Director, Central Midwest WSC

Signatures

By _____ Date: _____
Name: 
Title:

By _____ Date: _____
Name: _____
Title:

By _____ Date: _____
Name: _____
Title:

2026-320

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Emily RosenbergerPHONE NUMBER: x-2609EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$352,850.00SUGGESTED TITLE: Authorize and Accept/ IGA/ US Department of the Interior/ \$352,850/ for the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: US Department of the Interior VENDOR NO: _____CONTRACT TERM: 2 yrs Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$352,850
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: IGA
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 295-07-21Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	101	100	BC	6110	1210 <u>352,850</u>
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Proposal

Joint Funding agreement

STAFF ANALYSIS

This Ordinance allows the previous Intergovernmental Joint-Funding Agreement with the United States Department of the Interior, U.S. Geological Survey (USGS) to continue. This Ordinance will allow continuous water quality monitoring for the two primary tributary streams (Lick Creek and Sugar Creek) that feed into Lake Springfield. The collected data will be used to determine the nutrient and suspended sediment concentrations and seasonality and compute constituent loadings to the lake during the monitoring period. USGS will provide annual data summaries to CWLP. Personnel from Urbana, Illinois USGS Office will perform the streamflow and water quality monitoring. CWLP's portion will qualify for matching funds for the Regional Conservation Partnership Program (RCPP) grant awarded to CWLP and will assist in monitoring best management practices (BMPs) installed in Lake Springfield.

FUND CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.16 11:02:05 -05'00'DIRECTOR / SUPERVISOR: [Signature]CITY PURCHASING AGENT: [Signature]SIGN OFF: [Signature]

(Mayor's Signature)

Date: _____

Date: 6/11/2026Date: 6/16/2026

Scott M. Rogers

(Director of O&M)

The information supplied on this form is not confidential information

2026-320

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY
FOR BISSELL ROAD, LOCATED ON THE SOUTH SIDE OF BISSELL
ROAD AND EAST SIDE OF NORTH DIRKSEN PARKWAY, FOR THE
OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is desirous of obtaining right-of-way for Bissell Road that is approximately 1,555 feet; and

WHEREAS, the right-of-way is being conveyed from Amazon.com Services, LLC to the City of Springfield.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The City Council hereby approves and authorizes obtaining a right-of-way from Amazon.com Services, LLC for Bissell Road, located on the South side of Bissell Road East of North Dirksen Parkway with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately after its passage and recording by the City Clerk:

PASSED: _____, 2026

SIGNED: _____, 2026

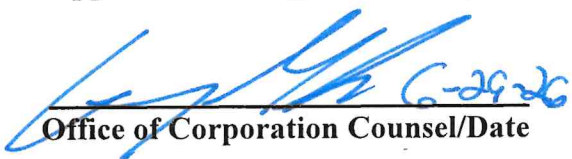
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date

Fidelity National Title Insurance Company

A.L.T.A. Commitment

Issuing Agent
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, IL 60560

Prepared for
Kimley-Horn
4201 Winfield Road
Warrenville, IL 60555

Customer Reference:
Parcel:

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

Prepared For:

Kimley-Horn
4201 Winfield Road
Warrenville, IL 60555

Effective Date of Commitment: April 13, 2026

WTC File Number: KIM-2026SN-2426.0
Effective Date: April 13, 2026
Section: 13
Township: 16N
Range: 5W
County: Sangamon
State: Illinois

Customer Reference:

Order: 168018026
Parcel:

Tax Parcel Number(s): 14-13.0-200-067

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Date: 04/16/2026

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A-

Effective Date: April 13, 2026

1. Policy or policies to be issued: 2006 ALTA Owner's

Proposed Amount of Insurance: To be determined

Proposed Insured: To be determined

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title hereto is at the effective date hereof vested in:

Amazon.com Services LLC, a Delaware limited liability company

3. The land referred to in this commitment is described as follows:

See Attached Page 2 of Schedule A

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Authorized Signatory

By 
John D. Ammons

2026-321

Date: 04/16/2026

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

PART OF THE NORTHEAST QUARTER OF SECTION 13 IN TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN SANGAMON COUNTY, ILLINOIS, THE BOUNDARY BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 17 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 52 MINUTES 08 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER OF SECTION 13 A DISTANCE OF 881.90 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 40 SECONDS WEST A DISTANCE OF 1588.42 FEET TO THE EAST RIGHT OF WAY LINE OF DIRKSEN PARKWAY; THENCE NORTH 01 DEGREE 23 MINUTES 20 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 784.27 FEET; THENCE NORTH 57 DEGREES 07 MINUTES 40 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 64.88 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 09 SECONDS EAST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 78.65 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF BISSEL ROAD; THENCE NORTH 00 DEGREES 42 MINUTES 12 SECONDS EAST A DISTANCE OF 34.49 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 13; THENCE SOUTH 89 DEGREES 17 MINUTES 48 SECONDS EAST ALONG THE SAID NORTH LINE A DISTANCE OF 1422.43 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OF RECORD OR RESERVED IN PRIOR CONVEYANCES OF RECORD, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.
SITUATED IN SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 14-13.0-200-067

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

A.L.T.A. COMMITMENT FORM
- SCHEDULE B Section 1 -
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- SCHEDULE B Section 2 -
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

Date: 04/16/2026

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

A.L.T.A. COMMITMENT FORM
- SCHEDULE B -
- Exceptions -

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. All rights and easements in favor of the holder of any mineral estate and/or coal and/or oil and gas lease, and any party claiming by, through, or under said holder of the mineral estate or coal and/or oil and gas lease.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

Date: 04/16/2026

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

SPECIAL EXCEPTIONS:

1. The lien of taxes for the year 2025 and thereafter.

2024 taxes in the amount of \$1,601.20 are paid

PERMANENT TAX NUMBER: 14-13.0-200-067

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of the record the estate or interest thereon covered by this commitment.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, farm drainage systems, title systems of irrigation systems which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of the Public, the State and the Municipality in and to that part of the land, if any, taken or used for road purposes.
5. Confirmed Special Assessments, if any, not certified to by the Company.
6. Financing Statements, if any, not certified to by the Company.
7. For information purposes only, the taxes are assessed to the following:

For Parcel(s): 14-13.0-200-067
Amazon.com Svcs LLC c/o Prop. Tax
PO Box 80416
Seattle, WA 98108-0416

8. Conveyances within the past five years: 3

Quit Claim Deed dated May 28, 2024 and recorded May 28, 2024 as Document No. 2024R08339 made by Lincoln Christian University fka Lincoln Christian College Seminary to Christian Financial Resources Inc.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

WTC File Number: KIM-2026SN-2426.0
Order: 168018026
Parcel:

recorded in the Sangamon County Recorder's Office.

Warranty Deed dated November 19, 2024 and recorded November 27, 2024 as Document No. 2024R20477 made by Christian Financial Resources Inc. to Glen Garrison as trustee of the Glen P. Garrison Revocable Trust dated April 1, 2008 recorded in the Sangamon County Recorder's Office.

Trustee's Deed dated November 21, 2024 and recorded November 27, 2024 as Document No. 2024R20478 made by Glen P. Garrison as Trustee of the Glen and Lola Garrison 2008 Charitable Remainder Trust dated June 4, 2008 and as Trustee of the the Glen P. Garrison Revocable Trust dated April 1, 2008 to Amazon.com Services LLC, a Delaware limited liability company recorded in the Sangamon County Recorder's Office.

9. Contiguous property owned by record title holder: None.
10. A Dedication of Right of Way for Public Road Purposes dated March 3, 1937 and recorded August 25, 1937 as Document No. 1937R181542 Book 282 Page 295 made by Robert Leroy Curry and Maria L. Curry to People of the State of Illinois recorded in the Sangamon County Recorder's Office.
11. Grant of Easement (sewer) dated June 1, 1990 and recorded September 24, 1990 as Document No. 1990R24902 made by Glen P. Garrison to Peter W. McCue recorded in the Sangamon County Recorder's Office.
12. Assignment of Easement dated December 31, 1990 and recorded January 3, 1991 as Document No. 1991R00151 made by Peter M. McCue to Joe B. Carter recorded in the Sangamon County Recorder's Office.
13. Gas Easement dated December 6, 1994 and recorded December 9, 1994 as Document No. 1994R48869 made by Glen P. Garrison to Central Illinois Light Company recorded in the Sangamon County Recorder's Office.
14. Annexation Agreement dated July 18, 2000 and recorded August 3, 2000 as Document No. 2000R29599 made by and between Glen Garrison and City of Springfield recorded in the Sangamon County Recorder's Office.

Note: rerecorded as Document 2003R68236.

15. Annexaton Agreement dated July 18, 2000 and recorded September 20, 2000 as Document No. 2000R36542 made by Glen Garrison to City of

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

WTC File Number: KIM-2026SN-2426.0

Order: 168018026

Parcel:

Springfield recorded in the Sangamon County Recorder's Office.

16. Terms and conditions contained in an Ordinance #88-02-03, Annexation recorded February 20, 2003 as Document No. 2003R09122 made by City of Springfield, recorded in the Sangamon County Recorder's Office.
17. Terms and conditions contained in an Ordinance No. 944-03, Annexation recorded June 20, 2003 as Document No. 2003R42190 made by Springfield Park District, recorded in the Sangamon County Recorder's Office.
18. Storm Sewer Easement dated September 7, 2007 and recorded October 9, 2007 as Document No. 2007R38307 made by Glen P. Garrison to McMahon Development Group LLC recorded in the Sangamon County Recorder's Office.
19. Matters of Survey dated September 5, 2008 and recorded September 15, 2008 as Document No. 2008R35372 recorded in the Sangamon County Recorder's Office.
20. Declaration of Easement dated April 16, 2010 and recorded April 19, 2010 as Document No. 2010R11964 made by Glen P. Garrison to BLW Properties, LLC recorded in the Sangamon County Recorder's Office.
21. Access Easement Agreement dated May 28, 2010 and recorded June 4, 2010 as Document No. 2010R18089 made by and between Glen P. Garrison, Trustee of the Glen P. Garrison Revocable Trust U/T/D April 1, 2008 and BWW of North Springfield, LLC recorded in the Sangamon County Recorder's Office.
22. Declaration of Easement dated August 4, 2010 and recorded August 6, 2010 as Document No. 2010R26496 made by and between BLW Properties LLC and Glen P. Garrison recorded in the Sangamon County Recorder's Office.
23. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.
24. We should be furnished (a) A copy of the Articles of Organization, together with any amendments thereto, (b) A copy of the Operating Agreement, if any, together with any amendments thereto, and (c) A copy of a Resolution

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

Date: 04/16/2026

WTC File Number: KIM-2026SN-2426.0

Order: 168018026

Parcel:

authorizing the transaction adopted by the members of the L.L.C. under which title to the property is held.

End Schedule B

Please refer all inquiries to T.J. Hiles 630-892-2323 Ext. 249 or John Ammons 630-892-2323 Ext. 224.

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-321

MINUTES OF CONDEMNATION

In order that we may guarantee title after completion of any proceedings for condemnation in exercise of the proposed insured's right of eminent domain, we note the following.

- I. Upon the filing of complaint a proper Lis Pendens Notice should be recorded in the appropriate Recorder's office.
- II. Our Policy, when issued, will be subject to direct attack upon any decrees and or judgments entered in the proceedings.
- III. The following persons are necessary parties to any such proceedings.
 - A. All parties acquiring rights in the premises subsequent to the date of the report and prior to a complete Lis Pendens.
 - B. Any person other than those herein named known to the Plaintiff or the Plaintiff's attorney to have or claim an interest in the premises.
 - C. If it is known that any of the necessary parties named herein are deceased, their heirs or devisees should be made parties by name, if known, and if unknown, then by the name and description of Unknown Heirs and Devisees of such deceased person or persons.
 - D. If it is not known or cannot be ascertained whether any of said necessary parties be living or dead, then such parties should be made parties by name, also such parties should be their heirs or devisees, should be made parties to the proceedings as UNKNOWN OWNERS.
 - E. All persons in possession of any part of the premises in question and all persons whose rights would be disclosed by an inspection of the premises.
 - F. All parties claiming by through or under lease agreements whether oral or written, for premises.
 - G. All parties claiming by or through or under installment contracts for deed or like agreements.
 - H. Unknown Owners and Non-Record claimants.

MINUTES OF CONDEMNATION CONTINUED

IV. The following persons are noted of record and are necessary parties to any proceedings:

A. The Plaintiff is:

To be determined

B. The Defendants are:

1. Amazon.com Services LLC, a Delaware limited liability company

C. Any parties named above who have executed all necessary documents for the Grant of Easement and Right of Way after payment of agreed consideration theretofore need not be joined as party defendants for our policy to be issued.

END MINUTES OF CONDEMNATION

TRANSMITTAL FORM

Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

04/16/2026

Kimley-Horn
4201 Winfield Road
Warrenville, IL 60555

WTC File Number: KIM-2026SN-2426.0

Customer Reference:

Section
County Sangamon
Order: 168018026
Parcel:

Title Is Vested In:
Amazon.com Services LLC, a Delaware limited liability company

Accompanied with this transmittal are the following documents:

Title Document (s)
2024R20478

Plat (s)
None

Other Document (s)
1937R181542 Book 282 Page 295, 1990R24902, 1991R00151, 1994R48869,
2000R29599, 2000R36542, 2003R09122, 2003R68236, 2003R42190,
2007R38307, 2008R35372, 2010R11964, 2010R18088, 2010R18089,
2010R26496

2026-321

ORDINANCE FACT SHEET

DATE OF 1st READING: June 2, 2026OFFICE REQUESTING: Office of Public WorksCONTACT PERSON: Daniel CrousePHONE NUMBER: 217-789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR BISSELL ROAD, LOCATED ON THE SOUTH SIDE OF BISSELL DRIVE AND EAST OF N DIRKSEN PARKWAY FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Right of Way Plat and Title Commitment

STAFF ANALYSIS

An ordinance authorizing the acceptance of right-of-way for Bissell Road, located on the south side of Bissell Road and east of N Dirksen Parkway. The right-of-way is being conveyed from Amazon.com Services, LLC to the City of Springfield. This section of right-of-way is approximately 1,555 feet.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Robert Ballou

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature) GRM

Date: _____

Date: 5/13/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information

2026-321

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW27-04-19 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2027 CRACKFILLING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$294,000.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Public Works finds it necessary to fill cracks various pavements throughout the City; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Complete Asphalt Service Co. has submitted the lowest responsible bid meeting specifications to provide services for the FY2027 Crackfilling contract in an amount not to exceed \$294,000.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW27-04-19.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from Complete Asphalt Service Co. to provide services for the FY2027 Crackfilling contract throughout the City for the Office of Public Works in an amount not to exceed \$294,000.00. The Mayor and City Clerk are authorized to execute contract no. PW27-04-19 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Complete Asphalt Service Co. (0COM3300), in the amount of \$294,000.00, in accordance with the terms of Contract PW27-04-19 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-45

DATE OF 1ST READING: 7-7-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: \$ 294,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW27-04-19 WITH COMPLETE ASPHALT SERVICE CO. FOR THE FY2027 CRACKFILLING CONTRACT FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
contract

CONTRACTOR / VENDOR NAME: Complete Asphalt Service Co.

VENDOR NO: 0COM3300

CONTRACT TERM: completion

CONTRACT # PW27-04-19

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$294,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	\$ 294,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR/SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance for for crackfilling repair of various streets in Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING AND ACCEPTING A ONE-YEAR CONTRACT OF RFP PW27-06 WITH P.H. BROUGHTON & SONS, INC. AND REYHAN BROS. D/B/A SANGAMO CONSTRUCTION CO. INC. FOR STREET AND ALLEY REPAIRS FOR AN AMOUNT NOT TO EXCEED \$2,200,000.00 FOR THE OFFICES OF PUBLIC UTILITIES AND PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the parties have agreed to a one-year contract renewal of RFP PW27-06 for an amount not to exceed \$2,200,000.00; and

WHEREAS, it is in the best interest of the City to authorize a contract with P.H. Broughton & Sons, Inc. and Reyhan Bros., Inc. d/b/a Sangamo Construction Co. and authorize payment in the amount of \$2,200,000.00 for street and alley repairs to supplement Public Utilities and Public Work crews when necessary to complete street and alley repair work orders and restore utility cuts in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorize a RFP PW27-06 contract with P.H. Broughton & Sons, Inc. and Reyhan Bros. d/b/a Sangamo Construction Co. to provide street and alley repairs to supplement Public Utilities and Public Works crews when necessary for an amount not to exceed \$2,200,000.00 for the Offices of Public Utilities and Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay P.H. Broughton & Sons, Inc. (0BRO3200) and Reyhan Bros. d/b/a Sangamo Construction Co. (0SAN5600) an amount not to exceed \$2,200,000.00 from accounts as follows:

FROM ACCOUNTS	AMOUNTS
095-110-WORK-INFR-1204	\$400,000.00
101-100-BE-4442-2315	\$1,000,000.00
101-100-BE-4452-2315	\$200,000.00
101-100-BA-6192-1204	\$400,000.00
101-100-BA-6193-1204	\$150,000.00
102-100-CAA-7710-1205	\$50,000.00

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-30-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-46
DATE OF 1ST READING: 7-7-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 x5227

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Contract FISCAL IMPACT: \$2,200,000

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE PROPOSALS SUBMITTED BY REYHAN BROS. D/B/A SANGAMO CONSTRUCTION AND P.H. BROUGHTON & SONS, INC. FOR STREET AND ALLEY REPAIRS IN AN AMOUNT NOT TO EXCEED \$2,200,000 FOR THE OFFICES OF PUBLIC UTILITIES AND PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contracts

CONTRACTOR / VENDOR NAME: P.H. Broughton & Sons, Inc., Sangamo Construction Co. VENDOR NO: 0BRO2800, OSAN5600

CONTRACT TERM: 1 year CONTRACT # RFP PW27-06 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$2,200,000.00 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☐ Low Bid ☒ Other: Evaluated proposals Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					
5					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204 \$400,000.00
2	101	100	BE	4442	2315 \$1,000,000.00
3	101	100	BE	4452	2315 \$200,000.00
4	101	100	BA	6192	1204 \$400,000.00
5	101	100	BA	6193	1204 \$150,000.00
6	102	100	CAA	7710	1205 \$50,000.00

FUNDS CHECK BY: Date: 6/11/2026

DIRECTOR / SUPERVISOR SIGNATURE Date: 6/12/26

CITY PURCHASING AGENT: Date: 6/11/2026

COMMENTS

This ordinance provides contracts for street and alley repairs to supplement public works crews when necessary to complete street and alley repair work orders and restore utility cuts in a timely fashion.

SIGN OFF:

ExcelForms\26-46 Ord, Street and Alley Repairs (Mayor's Signature) Information supplied on this form is not confidential in (Director of OBM)

2026-323

Revised 5/26/04

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW27-05-26 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2027 SEAL COAT PROGRAM IN AN AMOUNT NOT TO EXCEED \$461,250.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Public Works needs base preparation and patching with bituminous surface treatment applications; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, P.H. Broughton & Sons, Inc. has submitted the lowest responsible bid meeting specifications to provide base preparation and patching with bituminous surface treatment application, for the Office of Public Works under contract PW27-05-26 in an amount not to exceed \$461,250.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW27-05-26.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from P.H. Broughton & Sons, Inc. to provide base preparation and patching with bituminous surface treatment application necessary for the FY2027 Seal Coat Program for the Office of Public Works in an amount not to exceed \$461,250.00. The Mayor and City Clerk are authorized to execute contract no. PW27-05-26 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (0BRO2800) in the amount of \$461,250.00 in accordance with the terms of contract no. PW27-05-26 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2026

SIGNED: _____, 2026

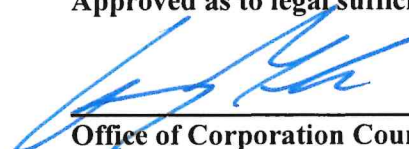
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-29-20
Office of Corporation Counsel / Date



Tabulation of Bids

Local Public Agency: City of Springfield

County: Sangamon

Contract Name: FY2027 Seal Coat

Estimate: 0.00

Date: June 18, 2026
Time: 2:00 PM

Contract No.: PW27-05-26

Attended By: _____

Name of Bidder:
Address of Bidder:
Proposal Guarantee:
Terms: 5%

Yes

Yes

5%

Approved Engineers' Estimate

Unit Price

Total

Item No. Item Delivery Unit Quantity

1 Bituminous Materials (Seal Coat) HFRS-2 GAL 36000

2 Seal Coat Aggregate CA-16 TON 1200

3 Bituminous Patching Mixture TON 600

P.H. Broughton & Sons, Inc.
905 N Lincoln Av
Springfield, IL 62702
(217)787-2393

Taza Construction
16940 Vincennes Av
South Holland, IL 60473
630-219-0220

Unit Price

Total

Unit Price

Total

Total

Unit Price

Total

Unit Price

Total

\$ -

\$ 8,7500

\$ 315,000.00

\$ -

\$ -

\$ -

\$ 105,0000

\$ 126,000.00

\$ -

\$ -

\$ -

\$ 231,0000

\$ 138,600.00

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REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS
JUN 23 2026
BY
CHAIRMAN

Total Bid:

As Read:

461,250.00

As Calculated:

461,250.00

579,600.00

579,600.00

-

The Department of Public Works recommends this contract be awarded to P. H. Broughton & Sons, Inc.

2026-324

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-47

DATE OF 1ST READING: 7-7-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255, X-5227

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: \$461,250.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW27-05-26 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2027 SEAL COAT PROGRAM FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
contracts

CONTRACTOR / VENDOR NAME: P. H. Broughton & Sons, Inc.

VENDOR NO: 0BRO2800

CONTRACT TERM: completion

CONTRACT # PW27-05-26

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$461,250.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	\$ 461,250.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

The work under this contract includes the base preparation and patching, with bituminous surface treatment applications for Public Works.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\ExcelForms\26-47 Ord for FY2027 Seal Coat, PH Broughton information supplied on this form is not confidential information.

Revised 5/26/04

2026-324

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(L) PERTAINING TO ACCESS TO AN ARTERIAL
STREET IN CENTENNIAL PARK PLACE FOR THE OFFICE OF
PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the developers of Centennial Park Place have requested a variance of Section 153.157(l) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow access to Hedley Road for Lots 64 & 130 in Centennial Park Place; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission both recommended approval of the variance request by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

() The City Council agrees with the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

- (1) The intent of the chapter is maintained;

- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
- (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
- (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

() That the City Council disagrees with the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.157(l) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

() Approved to allow access to Hedley Road for Lots 64 & 130 in Centennial Park Place.

() Denied.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:


Office of Corporation Counsel/Date 6-29-26

Requested by: Public Works/Mayor Buscher

Location: Ward 10



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Centennial Park Place Preliminary Plan and Variance Section 153.157(l)

Dear Mr. Redpath,

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Preliminary Plan and variance. Transmitted herewith you will find the original and prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Preliminary Plan and variance on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over a circular stamp. The stamp contains the name "Shannan Karrick" in a bold, sans-serif font.

Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Dan Crouse
Tim Griffin
Greg Moredock
Centennial Park Subdivision LLC
Martin Engineering Company



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Subdivision Recommendation – Centennial Park Place – Preliminary Plan and
Variance of Section 153.157(l)

Enclosed is a summary of a Preliminary Plan reviewed at the June 17, 2026 Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives the required documents the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing





MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS

3695 South 6th Street Frontage Road, Springfield, Illinois 62703

May 7, 2026

Springfield Sangamon County
Regional Planning Commission
200 South 9th Street
Room 212
Springfield, Illinois 62701
Attn: Joe Zeibert

RE: Centennial Park Place 2nd Addition
Variance Request / Access to Arterial Lots 64 & 130
MEC No. 04018-64

Dear Joe:

On behalf of the Subdivider of the above referenced project, I request a variance of Section 153.157(L) to allow direct access to Hedley Road for lots 64 and 130.

Based on the requirements of Section 153.207(c)...

1. THE INTENT OF THE CHAPTER IS MAINTAINED...

Lots 64 and 130 were plated under Centennial Park Place 2nd Addition with a note for access to the northern portion of the lot onto Centennial Drive. Centennial Drive is also an Arterial Road, and access was granted to an arterial under that note at that time. In either case, cars exiting the lots back onto the road near the 4-way intersection where vehicles are already coming to a complete stop.

Hedley Road while still considered an arterial, will have much less traffic than originally planned with the recent sale of the 72 ac to the west of the subdivision being developed as a single homesite.

2. EXTRAORDINARY CIRCUMSTANCES OF TOPOGRAPHY, LAND OWNERSHIP, ADJACENT DEVELOPMENT OR OTHER CIRCUMSTANCES NOT PROVIDED FOR IN THE CHAPTER EXIST...

In a rectangular shaped lot, normally the narrow side of the lot is considered the front yard. Most house layouts have driveways exiting the front yard. The Final Plat requires the access to be from the rear portion of the side yard onto Centennial Park Drive.

3. EXTRAORDINARY CIRCUMSTANCES WILL RESULT IN A HARDSHIP, NOT MERELY AN INCONVENIENCE...

Access onto Centennial Drive towards the rear of the lot affects the house layout and limits rear yard size. This makes this a less desirable lot to build on. Lot 130 already has a driveway onto Hedley Road. Lot 64 has not been sold since the subdivision was originally plated nearly 20 years ago.

4. THE CIRCUMSTANCES UPON WHICH THE REQUEST FOR VARIANCE IS BASED ARE NOT COMMON TO MOST OTHER TRACTS OF LAND...

It is not typical to require access to a lot in the rear portion of the side yard. This makes this a less desirable lot to build on.

5. THE CIRCUMSTANCES UPON WHICH THE REQUEST FOR VARIANCE IS BASED ARE NOT THE RESULT OF THE SUBDIVIDER'S AFFIRMATIVE ACT OR FAILURE TO ACT...

The circumstances upon which the request for variance is based are to bring lot 130 into compliance and be able to make lot 64 a more buildable homesite.

6. THE PURPOSE OF VARIATION IS NOT BASED EXCLUSIVELY ON THE DESIRE TO ELIMINATE DEVELOPMENT COSTS AT THE EXPENSE OF THE PUBLIC IMPROVEMENT STANDARDS AS OUTLINED IN THE CHAPTER...

The purpose of variation is based on the desire to market and sell lot 64 for a homesite.

Thank you for your consideration of this matter.

Respectfully,

MARTIN ENGINEERING COMPANY



Adam S. Pallai, PE.
Vice-President

Cc: Bob Giacomini & Tom Giacomini

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2255

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.157(L) PERTAINING TO ACCESS TO AN ARTERIAL STREET FOR CENTENNIAL PARK PLACE FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.157(l) to allow for access for lots 64 & 130 onto Hedley Road, an arterial roadway. The Land Subdivision Committee and Regional Planning Commission both recommended approval of the variance request. The subdivision is located on the west side of Lenhart Road and the south side of W. Iles Avenue.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Nath Botton

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-325

**AN ORDINANCE APPROVING THE REVISED PRELIMINARY PLAN FOR
CENTENNIAL PARK PLACE FOR THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the revised Preliminary Plan; and

WHEREAS, all requirements of the 1988 Springfield City Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the revised preliminary plans for Centennial Park Place by the City Council.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: The Revised Preliminary Plan for Centennial Park Place is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

by the City Council of the City of Springfield, Illinois.

Section 2: The Mayor is authorized to sign and the City Clerk to attest:

- () Approval
() Denial

of said map for and in the name of the city.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

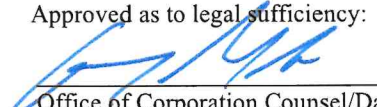
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

 6-29-20
Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Buscher

Location: Ward 10



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Centennial Park Place Preliminary Plan and Variance Section 153.157(l)

Dear Mr. Redpath,

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Preliminary Plan and variance. Transmitted herewith you will find the original and prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Preliminary Plan and variance on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,


Shannan Kerrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Dan Crouse
Tim Griffin
Greg Moredock
Centennial Park Subdivision LLC
Martin Engineering Company



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Subdivision Recommendation – Centennial Park Place – Preliminary Plan and
Variance of Section 153.157(l)

Enclosed is a summary of a Preliminary Plan reviewed at the June 17, 2026 Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives the required documents the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

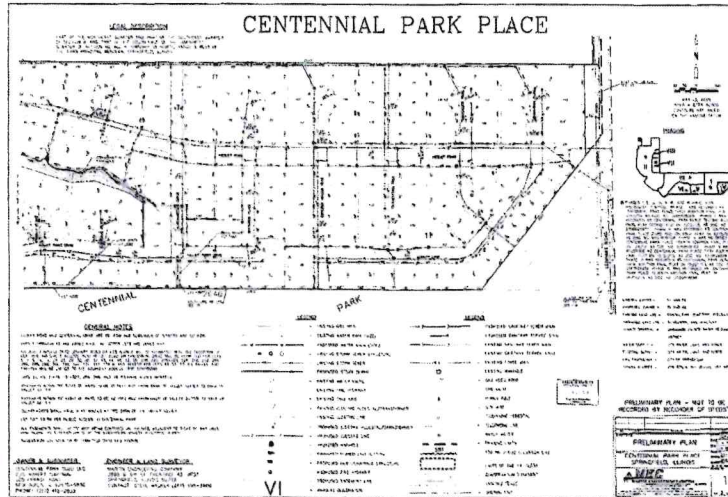
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Centennial Park Place Preliminary Plan and Variance of Section 153.157(I)

Owner: Centennial Park Subd. LLC

Acres: 124

Engineer: Martin Engineering Company

Lots: 240

Location: Pt. of the NE ¼ and Pt. of the SE ¼ of Sec. 9, and Pt. of the S ½ of the NW ¼ of Sec. 10, T15N, R6W - Located south of Iles Avenue on Centennial Drive

Corporate Limits: ☒ in ☐ out

Project description: This Preliminary Plan was revisited in order to approve a variance for a subsequent Partial Plat of Vacation. Variances may only be requested at the Location & Sketch Map or Preliminary Plan Stages. The requested variance of Section 153.157(I) would allow Lots 64 and 130 to have direct access to Hedley Road instead of Centennial Drive.

Essential Services: Sewer: SCWRD

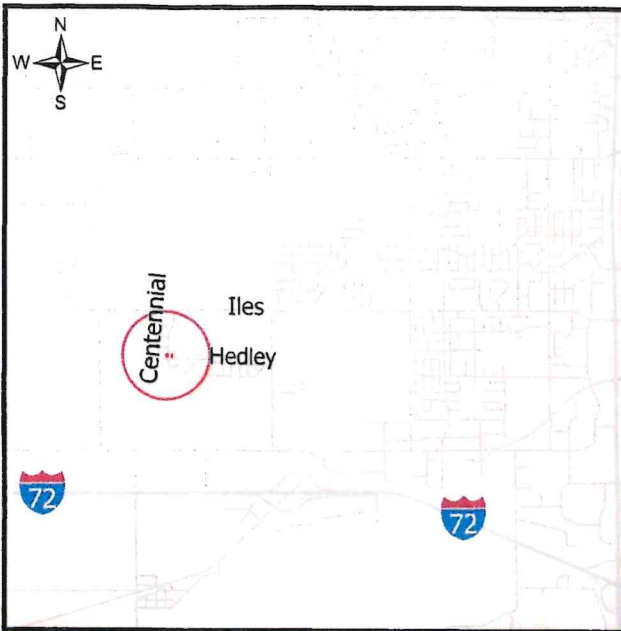
Electric: CWLP

Water: CWLP

Fire Protection: SFD

Variances approved: Section 153.157(I) - Restriction of Access

Recommendation: Approve

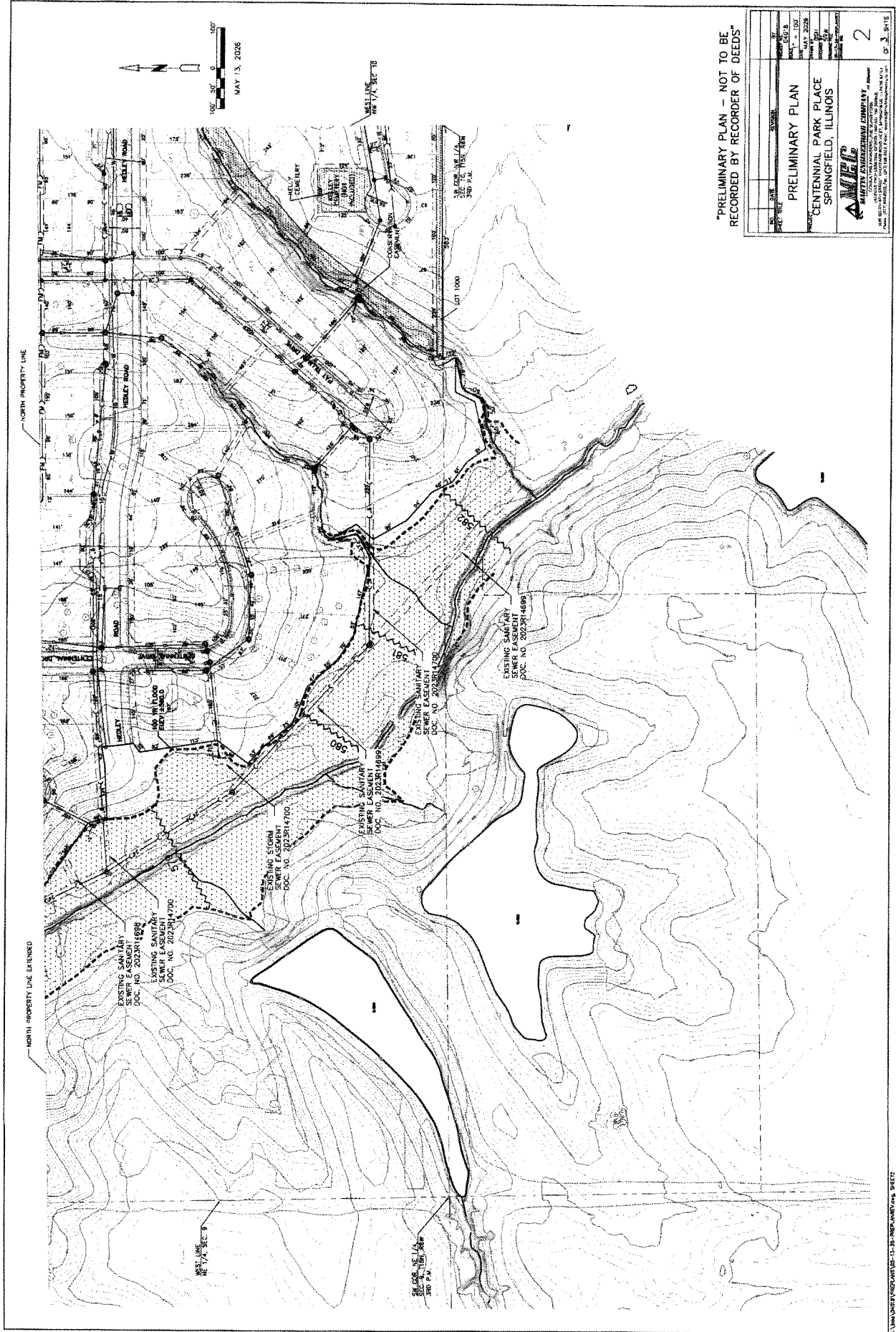


Subdivision Reviewed
Date: 6/17/2026



2026-326

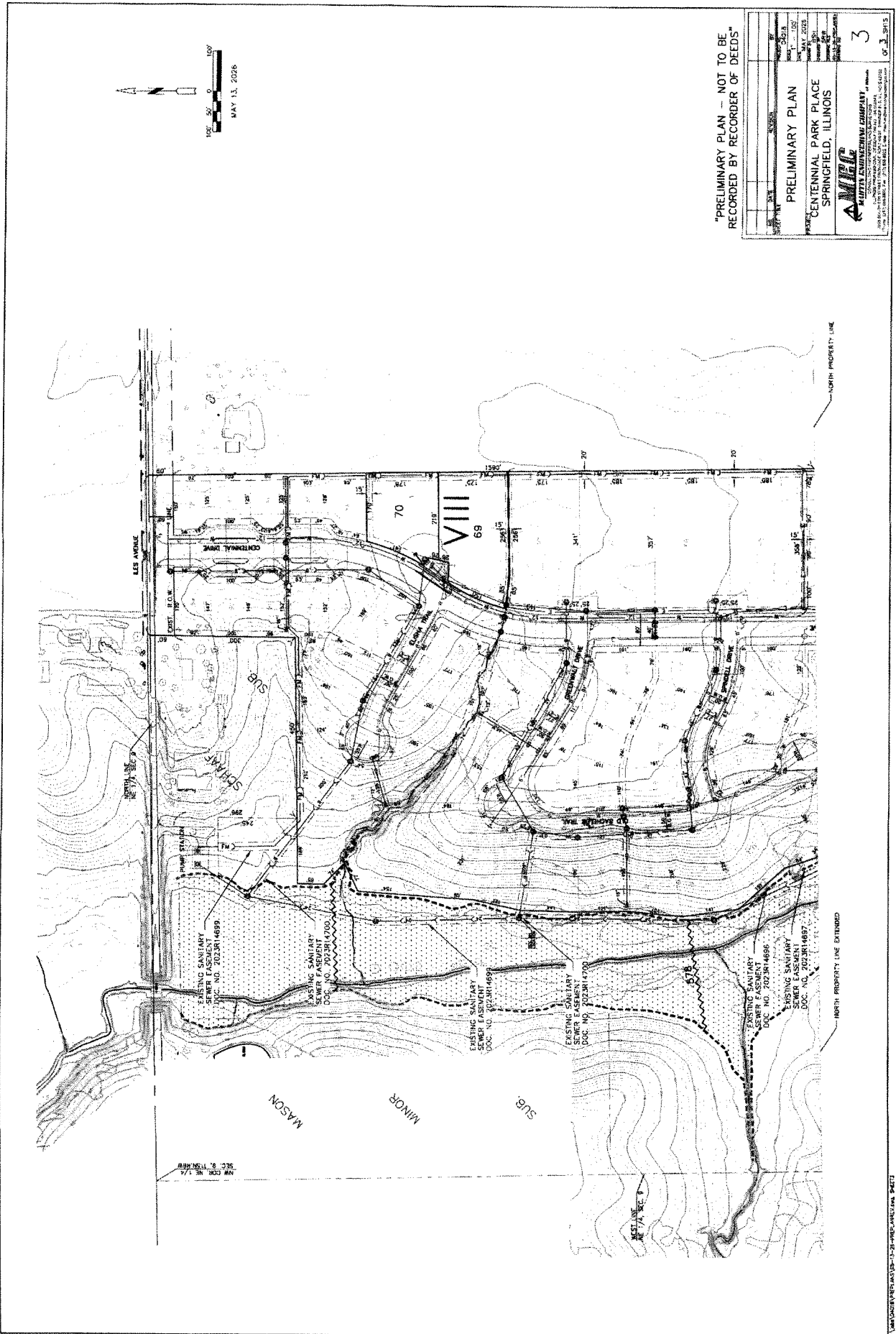
2026-326



"PRELIMINARY PLAN - NOT TO BE
RECORDED BY RECORDER OF DEEDS"

NO.	DATE	REVISION
1	NOV 15, 2023	ISSUED
2	MAY 13, 2028	REVISED
PRELIMINARY PLAN CENTENNIAL PARK PLACE SPRINGFIELD, ILLINOIS		
AMERIS ENGINEERING COMPANY, INC. 1000 N. GILMAN AVE., SUITE 100 SPRINGFIELD, ILLINOIS 62761 PHONE: 217-244-6600 FAX: 217-244-6601		
2	3	5

2026-326



ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE REVISED PRELIMINARY PLAN FOR CENTENNIAL PARK PLACE FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change In Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the revised preliminary plan for Centennial Park Place for the Office of Public Works. The Land Subdivision Committee and Regional Planning Commission both recommended approval of the revised preliminary plan. The subdivision is located on the west side of Lenhart Road and the south side of W. Iles Avenue. The revised preliminary plan was required due to a variance request to allow access to Hedley Road for Lots 64 and 130 in Centennial Park Place 2nd Addition.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Nath Bottoms*

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information

2026-326

**AN ORDINANCE APPROVING THE VARIANCE REQUEST OF
SECTION 153.158(b)(2) PERTAINING TO THE CREATION OF A FLAG
LOT AND SHARED ACCESS IN FINURA RIDGE SUBDIVISION FOR
THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the developers of Finura Ridge Subdivision have requested a variance of Section 153.158(b)(2) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow the creation of a flag lot and shared access in Finura Ridge Subdivision; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission have reviewed the request and both recommend the variance be approved by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

- () The City Council agrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

- (1) The intent of the chapter is maintained;
- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
- (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
- (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

() That the City Council disagrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.158(b)(2) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

() Approved to allow the creation of a flag lot and shared access.

() Denied.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Office of Corporation Counsel/Date
Requested by: Public Works/Mayor Buscher

Location: Within 1.5-mile jurisdiction



June 17, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Finura Ridge - Location and Sketch Map and Variance of Section 153.158(b)(2)

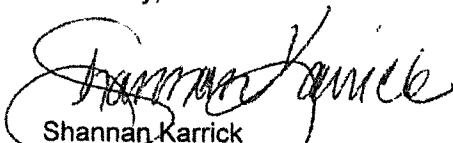
Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variance on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,


Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Spencer & Tessa Pulliam
Terrence & Sandra Farmer
Kuhn & Trello



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *ML*

DATE: June 17, 2026

RE: Recommendation – Finura Ridge Location & Sketch Map and Variance Section
153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map and variance reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

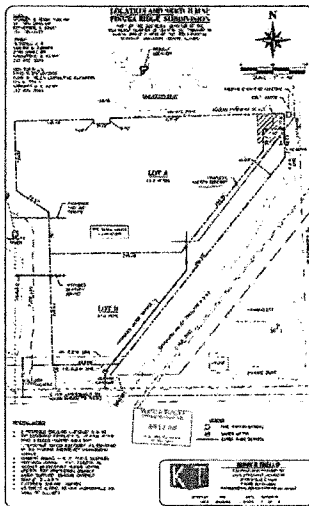
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Finura Ridge - Location & Sketch Map and Variance Section 153.158(b)(2)

Owner: Spencer & Tessa Pulliam Acres: 3.4

Engineer: Kuhn & Trello Lots: 2

Location: Pt. of the SE ¼ of the SE ¼ of Sec. 35, T16N, R6W – Located near the intersection of Old Jacksonville Road and Meadowbrook Road.

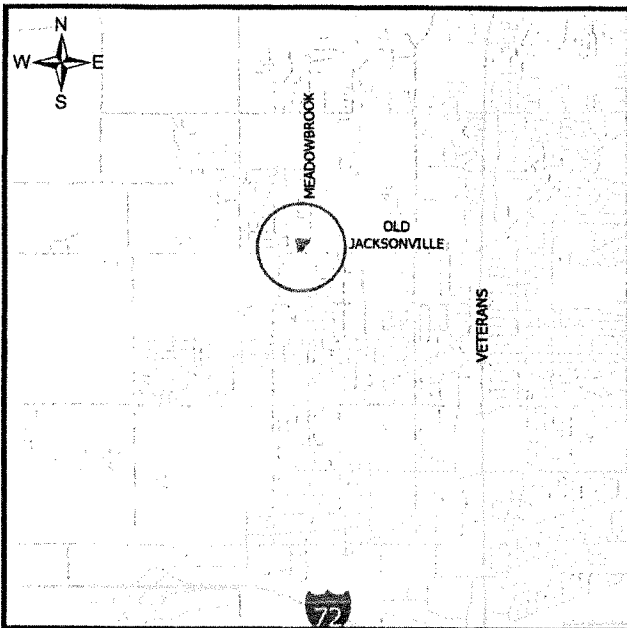
Corporate Limits: ☐ in ☒ out

Project description: Developer wants to split the parcel into two lots, with both using Meadowbrook Road for access. A variance of Section 153.158(b)(2) was requested to allow Lot B to be configured as a flag lot dependent on an access easement. Staff recommended approval on the condition that a suitable access design is approved to the specifications of the City of Springfield Traffic Engineer and Township Road Commissioner. All essential services are available to serve the site.

Essential Services: Sewer: SCWRD Electric: Ameren
Water: Curran Gardner Fire Protection: Western Fire Protection Dist.

Variances approved: Section 153.158(b)(2) - Lot Arrangement

Recommendation: Approve



Finura Ridge - Location and Sketch
Map and Variance of Section
153.158(b)(2)



**SSC
RPC** Springfield Sangamon County
Regional Planning Commission

Subdivision Reviewed
Date: 6/17/2026



CRAVEN & CRAVEN, P.C.

ATTORNEYS AT LAW

April 8, 2026

The Honorable Mayor
and Members of the City Council
of the City of Springfield

Springfield-Sangamon County Regional Planning Commission
2009 S 9th Street
Springfield, IL 62701-1629

RE: Variance Request for 4133 Old Jacksonville Rd, Springfield, IL 62711

All:

This request is submitted simultaneously with the Location Map for the proposed Finura Ridge Subdivision, specifically seeking relief from Section 153.158(b)(2) of the City of Springfield Code of Ordinances, pursuant to Section 153.101, et. seq.

Spencer and Tessa Pulliam are under contract to purchase the above-referenced property, currently owned by Terrence and Sandra Farmer. (Tax ID: 13-35.0-426-052), and legally described as PT SE 1/4 SE 1/4 (PARCEL #1 AS SEEN ON SURVEY DOC # 2010R14402) 35-16-6.

The parcel has been vacant for more than 10 years, demonstrating the lot in its present configuration and usage is unusable, and not desirable.

The applicants propose dividing the parcel into two parcels, and desire to construct a single-family residential home on each lot. The applicants intend to live in one lot, and the parents of one of the applicants intend to live in the other.

This parcel is outside the corporate limits of the City, but within its subdivision jurisdiction. As such, simultaneously with this submission, the applicants have submitted a petition with Sangamon County to re-zone the property from its present B-2 District status to R-1 (Residential) District.

Pursuant to Section 153.207 of the City Code of Ordinances, applicants seek a variation from the requirements of the aforementioned subdivision chapter. Specifically, applicants request a variance of Section 153.158(b)(2) to create a flag lot that is dependent on an access easement.

The use of the property in the manner described above would be consistent with other uses and development in the area.

If granted, the variance will not alter the central character of the locality, impair adequate supply of air and light to adjacent properties, increase congestion of traffic affecting the adjoining properties, or diminish or impair property values in the locality.

The relief requested is the minimum necessary, and there will be no threat to public health or safety or creation of a nuisance. There will be no additional public expense incurred.

The relief requested will maintain the intent of the Subdivision Chapter. The above facts and attached Location and Sketch Map demonstrate extraordinary circumstances of topography, land ownership, adjacent development, and other circumstances exist to justify the requested variance.

Those extraordinary circumstances result in a hardship, not merely an inconvenience; they are not common to most other tracts of land; and those circumstances are not due to subdivider's actions or failure to act.

The purpose of this variance request is not based on the desire to eliminate development costs at the expense of the public improvement standards as outlined in the Subdivision Chapter.

The applicants are happy to provide any additional information, including detailed plans, engineering reports, or documentation to support this request. They can be reached via our office at 217-544-1777.

Thank you for your consideration of this request.

Sincerely,

Spencer and Tessa Pulliam

/s/ Joseph A. Craven

Craven & Craven, P.C.

1005 North Seventh Street

Springfield, IL 62702-3918

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO THE CREATION OF A FLAG LOT AND SHARED ACCESS IN FINURA RIDGE SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.158(b)(2) to allow Finura Ridge Subdivision to create a flag lot and provide access through a shared access easement. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the variance request. The subdivision is located on the north side of Old Jacksonville Road and on the west side of S Meadowbrook Road and the Sangamon Valley Trail.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Nath Bolton*

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information

2026-327

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
FINURA RIDGE SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the location and sketch map of Finura Ridge Subdivision; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the location and sketch map of Finura Ridge Subdivision is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

by the City Council of the City of Springfield, Illinois.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest:

- () Approval
() Denied

of said map for and in the name of the City.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Office of Corporation Counsel/Date 6-29-26

Requested by: Mayor Misty Buscher
Location: Within 1.5-mile jurisdiction



June 17, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Finura Ridge - Location and Sketch Map and Variance of Section 153.158(b)(2)

Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variance on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,


Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Spencer & Tessa Pulliam
Terrence & Sandra Farmer
Kuhn & Trello



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *ML*

DATE: June 17, 2026

RE: Recommendation – Finura Ridge Location & Sketch Map and Variance Section
153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map and variance reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

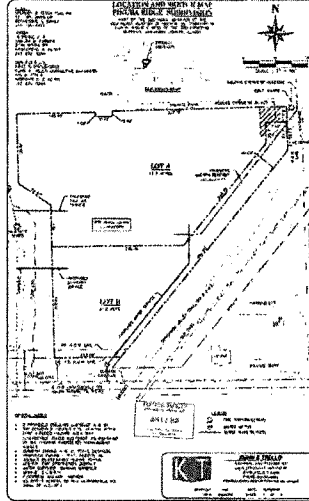
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Finura Ridge - Location & Sketch Map and Variance Section 153.158(b)(2)

Owner: Spencer & Tessa Pulliam Acres: 3.4

Engineer: Kuhn & Trello Lots: 2

Location: Pt. of the SE 1/4 of the SE 1/4 of Sec. 35, T16N, R6W – Located near the intersection of Old Jacksonville Road and Meadowbrook Road.

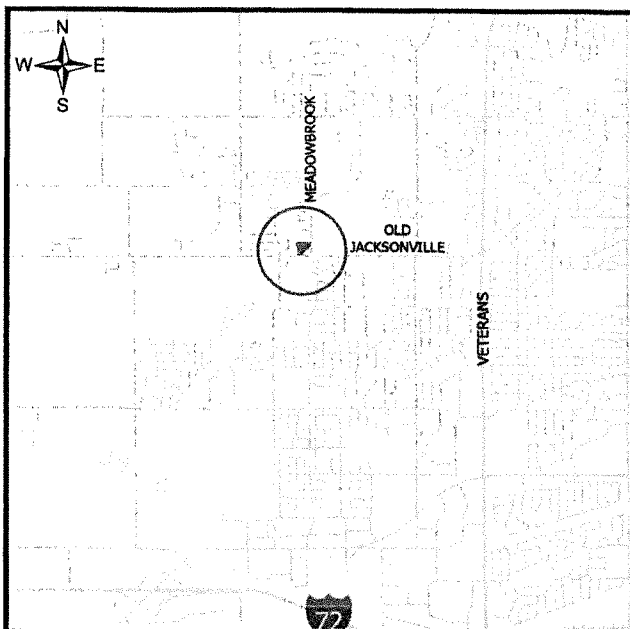
Corporate Limits: ☐ in ☒ out

Project description: Developer wants to split the parcel into two lots, with both using Meadowbrook Road for access. A variance of Section 153.158(b)(2) was requested to allow Lot B to be configured as a flag lot dependent on an access easement. Staff recommended approval on the condition that a suitable access design is approved to the specifications of the City of Springfield Traffic Engineer and Township Road Commissioner. All essential services are available to serve the site.

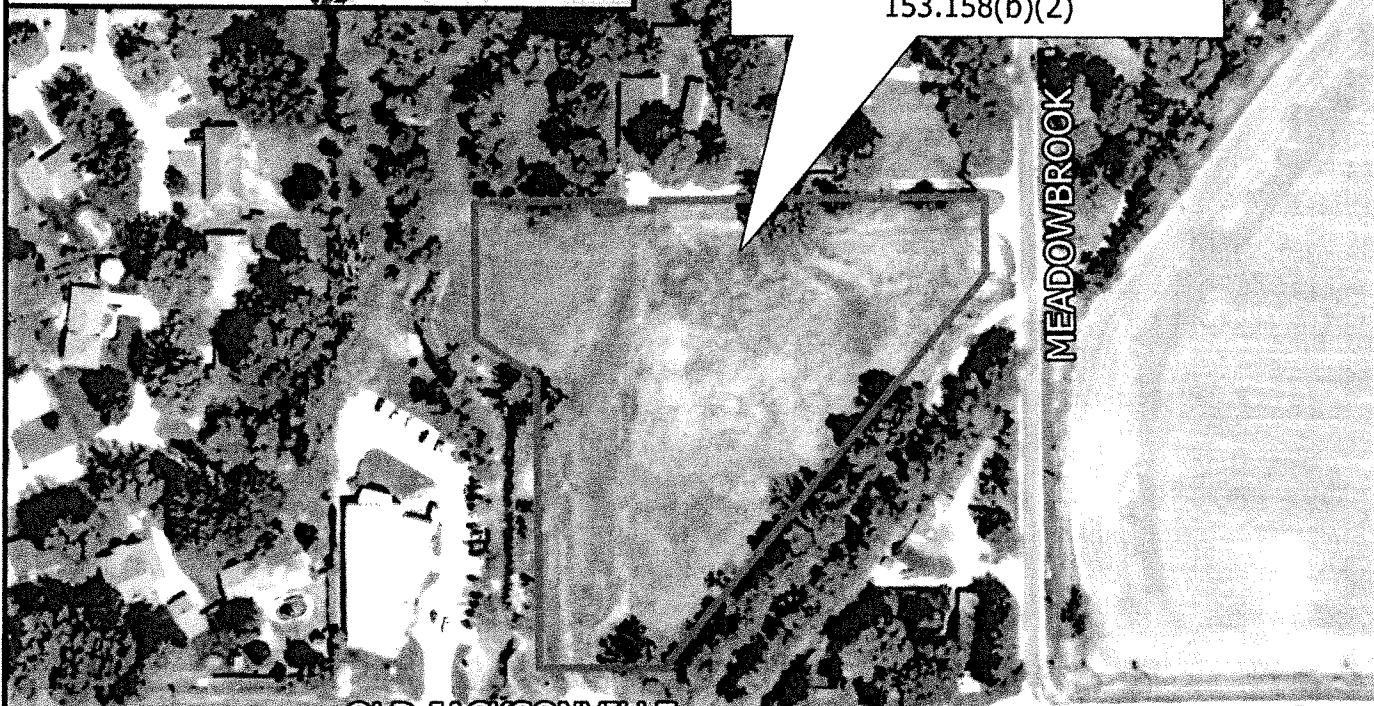
Essential Services: Sewer: SCWRD Electric: Ameren
Water: Curran Gardner Fire Protection: Western Fire Protection Dist.

Variances approved: Section 153.158(b)(2) - Lot Arrangement

Recommendation: Approve



Finura Ridge - Location and Sketch Map and Variance of Section 153.158(b)(2)



OLD JACKSONVILLE



**SSC
RPC** Springfield Sangamon County
Regional Planning Commission

Subdivision Reviewed
Date: 6/17/2026



100-328

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF FINURA RIDGE SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change In Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the location and sketch map of Finura Ridge Subdivision for the Office of Public Works. The Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located on the north side of Old Jacksonville Road and on the west side of S Meadowbrook Road and the Sangamon Valley Trail.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Nath Bohn*

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-328

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(L) PERTAINING TO ACCESS TO AN
ARTERIAL STREET IN GATEWAY SUBDIVISION FOR THE
OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the developers of Gateway Subdivision have requested a variance of Section 153.157(l) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow access to South 6th Street Frontage Road East for Lot 1 in Gateway Subdivision; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission both recommended approval of the variance request by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

() The City Council agrees with the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

- (1) The intent of the chapter is maintained;

- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
- (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
- (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

() That the City Council disagrees with the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.157(l) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

() Approved to allow access to South 6th Street Frontage Road East for Lot 1 in Gateway Subdivision.

() Denied.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Office of Corporation Counsel/Date 6-29-20

Requested by: Public Works/Mayor Buscher

Location: Ward 1



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Gateway - Location and Sketch Map and Variance of Sections 153.157(l), 153.157(n),
and 153.158(b)(2)

Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variances. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variances on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over the typed name.

Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Andrew Polley
Raynolds, Higginbotham & Associates, Inc



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Recommendation – Gateway Location & Sketch Map and Variance Sections
153.157(l), 153.157(n), and 153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

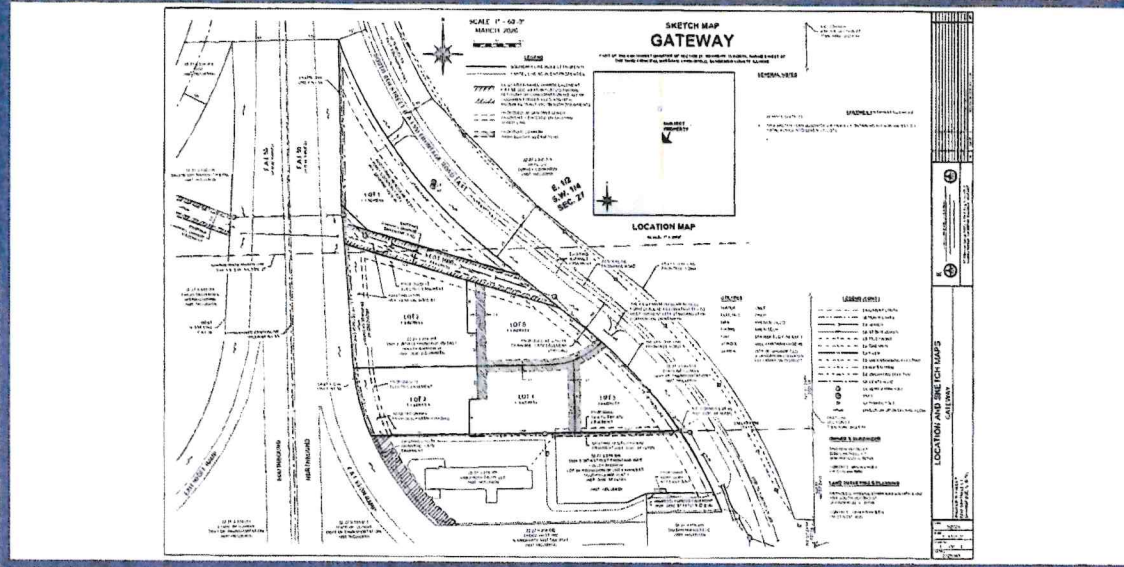
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Gateway - Location & Sketch Map and Variances - 153.157(l), 153.157(n), 153.158(b)(2)

Owner: Andrew Polley Acres: 8.33

Engineer: Raynolds, Higginbotham & Associates, Inc Lots: 1

Location: Pt. of the SW 1/4 of Sec. 27, T15N, R5W - Located on South 6th Street Frontage Road East and north of Toronto Road.

Corporate Limits: ☒ in ☐ out

Project description: The developer is looking to divide the parcel into 6 buildable lots, plus one lot designated as a drainage easement. A variance of Section 153.157(l) is being requested to give Lot 1 its own individual access point. Circumstances of topography require an additional access point for Lot 1 to avoid disturbing the drainage easement, Lot 1000. A variance of Sections 153.157(n) and 153.158(b)(2) are being requested to create a private street to be used as one shared access easement by Lots 2-6.

Essential Services: Sewer: SCWRD Electric: CWLP

Water: CWLP Fire Protection: SFD

Variances approved: 153.157(l), 153.157(n), 153.158(b)(2)

Recommendation: Approve



RAYNOLDS, HIGGINBOTHAM & ASSOCIATES, INC.

Land Surveying & Planning
1025 South Second Street
Springfield, Illinois 62704

Phone: (217) 241-3500

Gateway Location and Sketch Map- request for variances:

153.157(l) – To allow access to an arterial

The intent of the chapter is being maintained with the restriction of entrances to the existing location on the south and a proposed entrance on the north part of the property which allows the area to be utilized without the disturbance of the major drainage way shown as Lot 1000.. The location has been discussed with the City Traffic Engineer. Extraordinary circumstances of topography require the additional entrance for Lot 1 because of the drainage way. The access to an arterial consistent with development to the south which also has 2 access points to south 6th Street Frontage Road, The circumstances upon which the request is made is based upon the shape of the property and the drainage features, one of which bisects the property. The request upon which the request is made is not the result of the subdivider's acts or failure to act and are not based exclusively on the desire to eliminate development costs at the expense of public improvement standards. It is rather an attempt to develop and market the property consistent with the developed property to the south.

153.157(n) Private Streets

The intent of the chapter is being maintained with the planned circulation between and through the property utilizing cross easements as has successfully been done on other commercial properties including the property directly south of Gateway. The Location and Sketch Map for the property is an attempt to offer the market proposed properties which can be developed similar to the property to the south and also allow flexibility. Changes to configuration will be subject to further approvals as required. Extraordinary circumstance of land ownership and the adjacent development method is as shown for this project. Extraordinary circumstances will result in a hardship if flexibility in the marketing and development of the property is not maintained. The circumstances upon which the variance is based is not common to most other tracts and are nor the result of the Subdivider's affirmative act or failure to act. The purpose of the variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards but rather an attempt to market and develop an attractive and successful property.

153.158 (b) (2) Flag lot and to allow access to an access easement

The intent of the chapter is being maintained with the use of "flag lot" properties over which cross easements for circulation and maintenance will be used. Circumstances of land ownership, shape and configuration of the proposed development require flexibility in the marketing and development of the property. The circumstances upon which the requests for variance are not common to most other tracts of land but result from the proposed development scheme, and the shape and topography of the property. The circumstances upon which the request is based are not the result of the subdivider's affirmative act or failure to act and are not based on the desire to eliminate development costs at the expense of the public improvement standards. Rather it is an attempt to provide a desirable development of this property.

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.157(L) PERTAINING TO ACCESS TO AN ARTERIAL STREET FOR GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- ☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.157(l) to allow access for Lot 1 onto South 6th Street Frontage Road East, an arterial roadway. The Land Subdivision Committee and Regional Planning Commission both recommended approval of the variance request. The subdivision is located on the west side of South 6th Street Frontage Road East and north of Toronto Road.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Nathan Bottom*

CITY PURCHASING AGENT:

SIGN OFF:

[Signature]

(Mayor's Signature) *GEA*

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information

2026-329

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(N) PERTAINING TO PRIVATE STREETS FOR
GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the developers of Gateway Subdivision have requested a variance of Section 153.157(n) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow for private streets and cross access easements to serve lots in Gateway Subdivision; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission both recommended approval of the variance request by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

- () The City Council agrees with the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:
 - (1) The intent of the chapter is maintained;

- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
- (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
- (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
- (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

() That the City Council disagrees with the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.157(n) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

() Approved to allow for private streets and cross access easements to serve lots in Gateway Subdivision.

() Denied.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

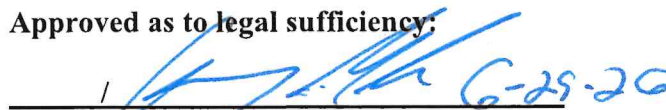
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Buscher

Location: Ward 1



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Gateway - Location and Sketch Map and Variance of Sections 153.157(l), 153.157(n),
and 153.158(b)(2)

Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variances. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variances on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

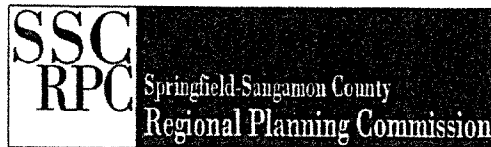
A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over the typed name.

Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Andrew Polley
Raynolds, Higginbotham & Associates, Inc



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Recommendation – Gateway Location & Sketch Map and Variance Sections
153.157(l), 153.157(n), and 153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

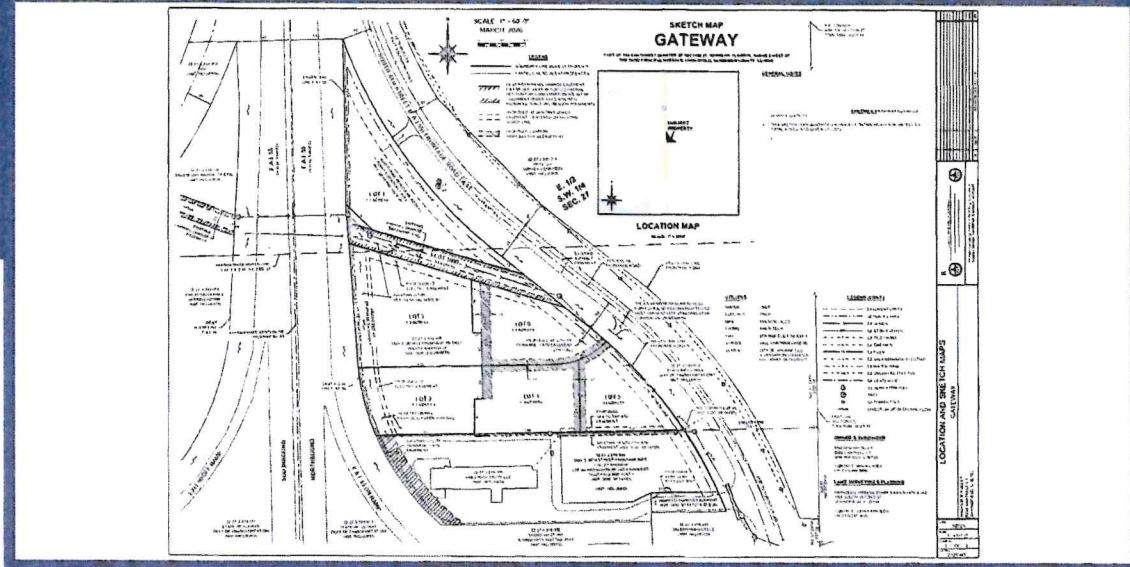
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Gateway - Location & Sketch Map and Variances - 153.157(l), 153.157(n), 153.158(b)(2)

Owner: Andrew Polley Acres: 8.33

Engineer: Raynolds, Higginbotham & Associates, Inc Lots: 1

Location: Pt. of the SW 1/4 of Sec. 27, T15N, R5W - Located on South 6th Street Frontage Road East and north of Toronto Road.

Corporate Limits: ☒ in ☐ out

Project description: The developer is looking to divide the parcel into 6 buildable lots, plus one lot designated as a drainage easement. A variance of Section 153.157(l) is being requested to give Lot 1 its own individual access point. Circumstances of topography require an additional access point for Lot 1 to avoid disturbing the drainage easement, Lot 1000. A variance of Sections 153.157(n) and 153.158(b)(2) are being requested to create a private street to be used as one shared access easement by Lots 2-6.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP Fire Protection: SFD

Variances approved: 153.157(l), 153.157(n), 153.158(b)(2)

Recommendation: Approve



RAYNOLDS, HIGGINBOTHAM & ASSOCIATES, INC.

Land Surveying & Planning
1025 South Second Street
Springfield, Illinois 62704

Phone: (217) 241-3500

Gateway Location and Sketch Map- request for variances:

153.157(l) – To allow access to an arterial

The intent of the chapter is being maintained with the restriction of entrances to the existing location on the south and a proposed entrance on the north part of the property which allows the area to be utilized without the disturbance of the major drainage way shown as Lot 1000.. The location has been discussed with the City Traffic Engineer. Extraordinary circumstances of topography require the additional entrance for Lot 1 because of the drainage way. The access to an arterial consistent with development to the south which also has 2 access points to south 6th Street Frontage Road, The circumstances upon which the request is made is based upon the shape of the property and the drainage features, one of which bisects the property. The request upon which the request is made is not the result of the subdivider's acts or failure to act and are not based exclusively on the desire to eliminate development costs at the expense of public improvement standards. It is rather an attempt to develop and market the property consistent with the developed property to the south.

153.157(n) Private Streets

The intent of the chapter is being maintained with the planned circulation between and through the property utilizing cross easements as has successfully been done on other commercial properties including the property directly south of Gateway. The Location and Sketch Map for the property is an attempt to offer the market proposed properties which can be developed similar to the property to the south and also allow flexibility. Changes to configuration will be subject to further approvals as required. Extraordinary circumstance of land ownership and the adjacent development method is as shown for this project. Extraordinary circumstances will result in a hardship if flexibility in the marketing and development of the property is not maintained. The circumstances upon which the variance is based is not common to most other tracts and are nor the result of the Subdivider's affirmative act or failure to act. The purpose of the variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards but rather an attempt to market and develop an attractive and successful property.

153.158 (b) (2) Flag lot and to allow access to an access easement

The intent of the chapter is being maintained with the use of "flag lot" properties over which cross easements for circulation and maintenance will be used. Circumstances of land ownership, shape and configuration of the proposed development require flexibility in the marketing and development of the property. The circumstances upon which the requests for variance are not common to most other tracts of land but result from the proposed development scheme, and the shape and topography of the property. The circumstances upon which the request is based are not the result of the subdivider's affirmative act or failure to act and are not based on the desire to eliminate development costs at the expense of the public improvement standards. Rather it is an attempt to provide a desirable development of this property.

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.157(N) PERTAINING TO PRIVATE STREETS FOR GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.157(n) to allow the use of cross access easements and private streets to serve lots in Gateway Subdivision. The Land Subdivision Committee and Regional Planning Commission both recommended approval of the variance request. The subdivision is located on the west side of South 6th Street Frontage Road East and north of Toronto Road.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Nathan Bottom

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature) GEN

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-330

**AN ORDINANCE APPROVING THE VARIANCE REQUEST OF
SECTION 153.158(b)(2) PERTAINING TO THE CREATION OF A FLAG
LOT AND SHARED ACCESS IN GATEWAY SUBDIVISION FOR THE
OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the developers of Gateway Subdivision have requested a variance of Section 153.158(b)(2) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow the creation of a flag lot and shared access in Gateway Subdivision; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission have reviewed the request and both recommend the variance be approved by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

- () The City Council agrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

- (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.
- () That the City Council disagrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.158(b)(2) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved to allow the creation of a flag lot and shared access.
- () Denied.

Section 3: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

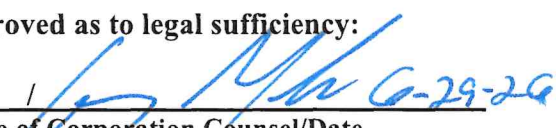
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Buscher

Location: Ward 1



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Gateway - Location and Sketch Map and Variance of Sections 153.157(l), 153.157(n),
and 153.158(b)(2)

Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variances. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variances on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over the typed name.

Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Andrew Polley
Raynolds, Higginbotham & Associates, Inc



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Recommendation – Gateway Location & Sketch Map and Variance Sections
153.157(l), 153.157(n), and 153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

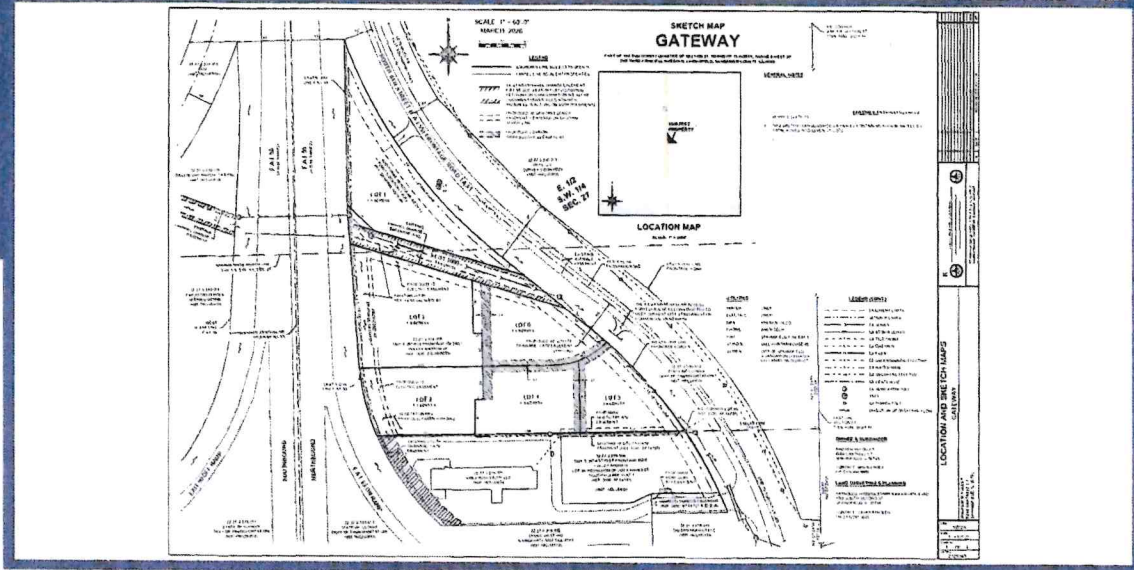
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Gateway - Location & Sketch Map and Variances - 153.157(l), 153.157(n), 153.158(b)(2)

Owner: Andrew Polley Acres: 8.33

Engineer: Raynolds, Higginbotham & Associates, Inc Lots: 1

Location: Pt. of the SW ¼ of Sec. 27, T15N, R5W – Located on South 6th Street Frontage Road East and north of Toronto Road.

Corporate Limits: ☒ in ☐ out

Project description: The developer is looking to divide the parcel into 6 buildable lots, plus one lot designated as a drainage easement. A variance of Section 153.157(l) is being requested to give Lot 1 its own individual access point. Circumstances of topography require an additional access point for Lot 1 to avoid disturbing the drainage easement, Lot 1000. A variance of Sections 153.157(n) and 153.158(b)(2) are being requested to create a private street to be used as one shared access easement by Lots 2-6.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP Fire Protection: SFD

Variances approved: 153.157(l), 153.157(n), 153.158(b)(2)

Recommendation: Approve



RAYNOLDS, HIGGINBOTHAM & ASSOCIATES, INC.

Land Surveying & Planning
1025 South Second Street
Springfield, Illinois 62704

Phone: (217) 241-3500

Gateway Location and Sketch Map- request for variances:

153.157(l) – To allow access to an arterial

The intent of the chapter is being maintained with the restriction of entrances to the existing location on the south and a proposed entrance on the north part of the property which allows the area to be utilized without the disturbance of the major drainage way shown as Lot 1000.. The location has been discussed with the City Traffic Engineer. Extraordinary circumstances of topography require the additional entrance for Lot 1 because of the drainage way. The access to an arterial consistent with development to the south which also has 2 access points to south 6th Street Frontage Road, The circumstances upon which the request is made is based upon the shape of the property and the drainage features, one of which bisects the property. The request upon which the request is made is not the result of the subdivider's acts or failure to act and are not based exclusively on the desire to eliminate development costs at the expense of public improvement standards. It is rather an attempt to develop and market the property consistent with the developed property to the south.

153.157(n) Private Streets

The intent of the chapter is being maintained with the planned circulation between and through the property utilizing cross easements as has successfully been done on other commercial properties including the property directly south of Gateway. The Location and Sketch Map for the property is an attempt to offer the market proposed properties which can be developed similar to the property to the south and also allow flexibility. Changes to configuration will be subject to further approvals as required. Extraordinary circumstance of land ownership and the adjacent development method is as shown for this project. Extraordinary circumstances will result in a hardship if flexibility in the marketing and development of the property is not maintained. The circumstances upon which the variance is based is not common to most other tracts and are nor the result of the Subdivider's affirmative act or failure to act. The purpose of the variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards but rather an attempt to market and develop an attractive and successful property.

153.158 (b) (2) Flag lot and to allow access to an access easement

The intent of the chapter is being maintained with the use of "flag lot" properties over which cross easements for circulation and maintenance will be used. Circumstances of land ownership, shape and configuration of the proposed development require flexibility in the marketing and development of the property. The circumstances upon which the requests for variance are not common to most other tracts of land but result from the proposed development scheme, and the shape and topography of the property. The circumstances upon which the request is based are not the result of the subdivider's affirmative act or failure to act and are not based on the desire to eliminate development costs at the expense of the public improvement standards. Rather it is an attempt to provide a desirable development of this property.

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO THE CREATION OF A FLAG LOT AND SHARED ACCESS IN GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.158(b)(2) to allow Gateway Subdivision to create a flag lot and provide access through cross access easements. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the variance request. The subdivision is located on the west side of South 6th Street Frontage Road East and north of Toronto Road.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Nath Bottom*

CITY PURCHASING AGENT:

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 6/25/26

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information

2026-331

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the location and sketch map of Gateway Subdivision; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the location and sketch map of Gateway Subdivision is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

by the City Council of the City of Springfield, Illinois.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest:

- () Approval
() Denied

of said map for and in the name of the City.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher
Location: Ward 1



June 18, 2026

Mr. Chuck Redpath
City Clerk
106 - Municipal Center West
Springfield, IL 62701

RE: Gateway - Location and Sketch Map and Variance of Sections 153.157(l), 153.157(n),
and 153.158(b)(2)

Dear Mr. Redpath:

At its June 17, 2026 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variances. Transmitted herewith you will find the original and prints, all endorsed by the Acting Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced Location and Sketch Map and Variances on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved until the appropriate resolution has been prepared by the City Engineering Department.

Please feel free to call if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over the typed name.

Shannan Karrick
Acting Executive Director

SK/JZ/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
Andrew Polley
Raynolds, Higginbotham & Associates, Inc



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Acting Executive Director *SK*

DATE: June 18, 2026

RE: Recommendation – Gateway Location & Sketch Map and Variance Sections
153.157(l), 153.157(n), and 153.158(b)(2)

Enclosed is a summary of a Location & Sketch Map reviewed at the June 17, 2026 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

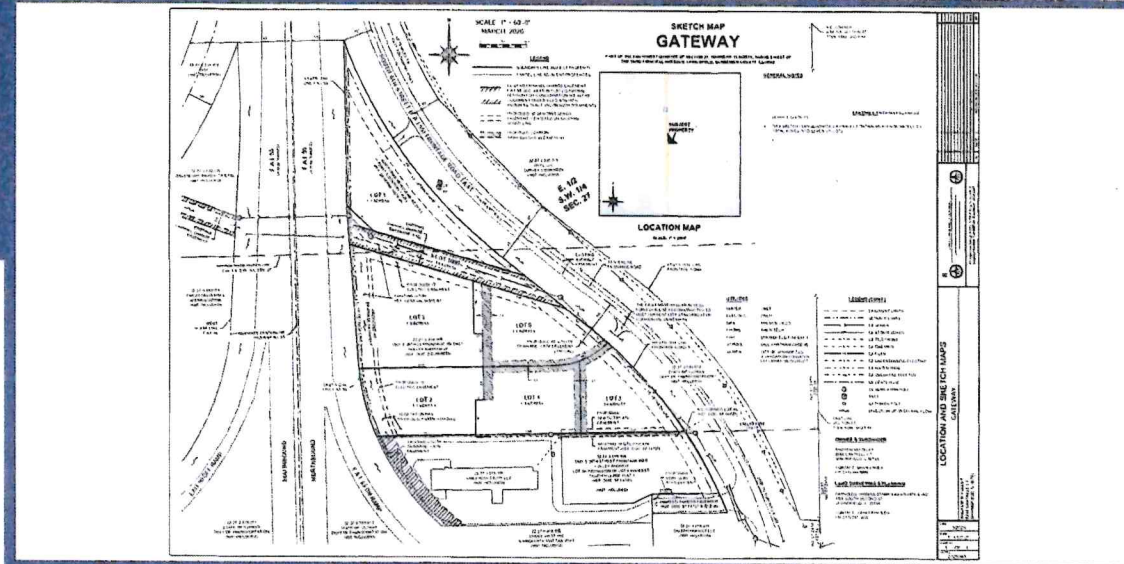
SK/JZ/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing



PROJECT SUMMARY



Development: Gateway - Location & Sketch Map and Variances - 153.157(l), 153.157(n), 153.158(b)(2)

Owner: Andrew Polley Acres: 8.33

Engineer: Raynolds, Higginbotham & Associates, Inc Lots: 1

Location: Pt. of the SW ¼ of Sec. 27, T15N, R5W – Located on South 6th Street Frontage Road East and north of Toronto Road.

Corporate Limits: ☒ in ☐ out

Project description: The developer is looking to divide the parcel into 6 buildable lots, plus one lot designated as a drainage easement. A variance of Section 153.157(l) is being requested to give Lot 1 its own individual access point. Circumstances of topography require an additional access point for Lot 1 to avoid disturbing the drainage easement, Lot 1000. A variance of Sections 153.157(n) and 153.158(b)(2) are being requested to create a private street to be used as one shared access easement by Lots 2-6.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP Fire Protection: SFD

Variances approved: 153.157(l), 153.157(n), 153.158(b)(2)

Recommendation: Approve



Gateway - Location & Sketch Map and
Variance of Sections 153.157(l),
153.157(n), and 153.158(b)(2)



SSC
RPC Springfield-Sangamon County
Regional Planning Commission

Subdivision Reviewed
Date: 6/17/2026



2026-332

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/07/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF GATEWAY SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the location and sketch map of Gateway Subdivision for the Office of Public Works. The Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located on the west side of South 6th Street Frontage Road East and north of Toronto Road.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: *Mark Bohn*

CITY PURCHASING AGENT:

Date: _____

Date: 6/25/26

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-332

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SPRINGFIELD FOR THE DONATION OF THE BLOCK BOUND BY FOURTH STREET, CAPITOL AVENUE, 5TH STREET AND JACKSON STREET, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, IDNR would like to execute a real estate donation agreement with the City to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street as described herein Exhibit A; and

WHEREAS, a copy of the agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of the Agreement with the Illinois Department of Natural Resources and the City of Springfield to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street as described herein Exhibit A. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-1-26
Office of Corporation Counsel/Date

Alderman Shawn Gregory
Alderman Brad Carlson
Alderman Jim Donelan
Alderman Ralph Hanauer
Alderman Jeff Cox
Alderwoman Lakeshia Purchase

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT, (hereinafter "Contract"), is entered into on this, the _____ day of _____, 2026, by and between the STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES (hereinafter "IDNR"), and the City of Springfield, Illinois, a unit of local government organized and existing under the laws of the State of Illinois. The parties recite and state as follows:

WHEREAS, DONOR is the beneficial owner of, and holds title to, the legally described property in Exhibit A (hereinafter "Premises").

WHEREAS, DONOR wishes to convey the Premises to IDNR, and IDNR wishes to accept the Premises, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in exchange for good and valuable consideration as hereinafter set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged by the parties, and in pursuance of the authority granted through 50 ILCS 605/4, IDNR and DONOR do hereby covenant and agree as follows:

ARTICLE I **(Conveyance)**

DONOR agrees to convey the Premises to IDNR by execution and delivery to IDNR of the Quit Claim Deed ("Deed") attached hereto as Exhibit B at Closing.

ARTICLE II **(Consideration)**

IDNR agrees to accept the Premises from DONOR, which is valued at \$1,536,950.00 in accordance with the terms of the Deed and this Contract.

ARTICLE III
(Title)

A. **Title Commitment:** A Title Commitment with IDNR as the proposed insured, has been issued by Chicago Title Company, 1043 S. Fifth St., Springfield, IL 62703 , File No. 5271-2400509, (hereinafter “Title Commitment”). The Title Commitment will (upon satisfaction of the terms and conditions therein) convert to an American Land Title Association (“ALTA”) Owner’s Policy, and when issued, must include extended coverage over general or standard exceptions, and shall be in the amount of \$1,536,950.00 (the “Title Policy”) covering the date of this Closing and recording.

B. **Evidence of Good Title and Attorney General Title Approval:** This Contract is contingent upon evidence of good title as determined in the exclusive discretion of IDNR. This Contract, the Closing, and IDNR accepting title to the Premises is subject to and contingent upon IDNR obtaining title approval from the Office of the Illinois Attorney General pursuant to the Public Contract Fraud Act, 30 ILCS 545/2.

C. **ALTA Statement:** At Closing, DONOR shall execute all documents deemed necessary and appropriate by the Title Insurance Company in order to facilitate issuance of an Owner’s Title Insurance Policy to IDNR.

ARTICLE IV
(Approval of Documents)

The parties agree that the forms of documents to be executed at Closing attached as Exhibits hereto have been reviewed and approved by the parties and shall be executed in such form at the time of Closing.

ARTICLE V
(Environmental Study)

A Phase I Environmental Site Assessment, dated May 12, 2016, prepared for the City of Springfield by American Environmental has been reviewed by IDNR. Further,

Page 2 of 24 Pages

IDNR was provided from Donor a Revised Comprehensive Site Investigation Report dated January 13, 2026, also prepared by American Environmental. Based upon IDNR review of these reports, if, during IDNR's contemplated remediation, any condition or conditions on the Premises which, in the IDNR's sole discretion, create(s) an environmental risk previously undisclosed by the above referenced reports, IDNR shall have the option of conducting additional environmental analysis at a mutually agreed upon expense of the parties which may be necessary to determine the extent and risk associated with the environmental condition(s). All such subsequent environmental tests must, however, be concluded within sixty (60) days following execution of this Contract. If necessary, Closing shall be delayed allowing IDNR time to conduct such further environmental tests. Upon conclusion of IDNR's environmental analyses, IDNR shall have the option of:

1) closing the transaction without regard to any environmental condition and without requiring any action on the part of DONOR; or, 2) granting DONOR sixty (60) days within which to remediate the environmental condition identified by IDNR's analysis. In the event IDNR elects to grant DONOR an opportunity to remediate the environmental condition in question, Closing shall be delayed as necessary and appropriate to accommodate said remediation activities. If DONOR either cannot remediate the environmental condition within sixty (60) days, or elects not to remediate the environmental condition, IDNR may then terminate this Contract which shall then be considered null and void and of no further force and effect.

**ARTICLE VI
(Plat of Survey)**

[INTENTIONALLY DELETED]

**ARTICLE VII
(Deed)**

DONOR shall execute and at Closing deliver to IDNR or IDNR's nominee, the Deed, through a closing escrow at the Title Company.

**ARTICLE VIII
(Affidavit of Title)**

DONOR shall execute and at Closing deliver to IDNR an Affidavit of Title in the form attached hereto as Exhibit C, through a closing escrow at the Title Company.

**ARTICLE IX
(Personal Property)**

[INTENTIONALLY DELETED]

**ARTICLE X
(Closing)**

Closing of the transaction contemplated by this Contract shall take place on or before August 28, 2026, at a time to be agreed upon by the parties, at Chicago Title Company, 1043 S. Fifth St., Springfield, IL 62703 (hereinafter "Closing"), or such other date as may be mutually agreed upon in writing by the parties hereto. At that time DONOR shall execute and deliver any and all documents necessary to transfer ownership of the Premises, the Ancillary Structures and the Personal Property, if any, to IDNR in accordance with the terms of this Contract.

**ARTICLE XI
(Real Estate Taxes)**

DONOR shall pay at Closing any portion of the past year's general real estate, drainage and special assessment tax bills, payable in current year, which remains unpaid. DONOR agrees to pay, when due, the current year's general real estate, drainage and

special assessment tax bills, payable next year, prorated through Closing. Following Closing, IDNR shall file and obtain a Real Estate Tax exemption for the Premises effective as of the date of Closing and deliver proof of such exemption to DONOR upon receipt. This Article XI shall survive the Closing and be enforceable thereafter.

ARTICLE XII (Possession)

A. IDNR shall take possession of the Premises, the Ancillary Structures and the Personal Property, if any, at the conclusion of Closing. Thereafter, IDNR shall be solely responsible for all costs associated with the preservation and maintenance of the properties being conveyed pursuant to this Contract and shall assume all responsibility and liability for damage to same, with the following exceptions: None.

B. Taking possession of the Premises shall be based on (1) DONOR's performance of all required responsibilities and other obligations under this Contract and (2) the Illinois Attorney General's Office's approval of the transaction contemplated by and mentioned in this Contract.

ARTICLE XIII (DONOR's Representations)

DONOR represents and warrants as follows:

A. **Zoning Violations:** DONOR has not received any notice from any governmental body of any ordinance or building code violation or pending rezoning, reassessment or special assessment proceedings affecting the Premises.

B. **Unrecorded Obligations:** There are no unrecorded leases, contracts, agreements, verbal or other written obligations affecting the Premises, the Ancillary Structures or the Personal Property, if any, entered into by and between DONOR and any third party which would impair, impede or adversely affect DONOR's ability to convey

clear and marketable title to the IDNR, or in any way adversely affect IDNR's ownership rights and interest in the Premises, the Ancillary Structures or the Personal Property, if any, following the Closing.

C. **Condition of Personal Property:** All Personal Property, if any, being conveyed pursuant to Article IX or Bill of Sale is conveyed in an "As Is – Where Is" condition, with all faults, and IDNR agrees that except as expressly set forth in this Contract DONOR shall have no obligations or liability with respect to the Personal Property following the date of Closing.

D. **Legal Action:** There are no pending or contemplated legal actions, suits or proceedings affecting the Premises, neither at law or equity, nor to the best of DONOR's knowledge and belief is there any matter pending before any governmental department, agency, board, administrative tribunal, commission or instrumentality involving the Premises.

E. **Condemnation:** DONOR is unaware of and has not received any written or official notification of any pending condemnation proceedings involving the Premises, or any portion thereof.

F. **Environmental Matters:** EXCEPT as disclosed by the Environmental Reports provided under Article V. to the best of DONOR's knowledge and belief, there is no condition, object or presence on the Premises which would constitute a violation of any applicable environmental law, regulation, ordinance or order of any governmental entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended, and

any regulations promulgated thereunder, or any other federal, state or local laws relating to contamination or adverse effects on the environment. Neither the Premises, nor any underlying groundwater, contains any concentrations of regulated substances, nor has DONOR used the property for storage, manufacture, use or disposal of hazardous substances, hazardous materials, toxic substances or similar substances, residues and wastes. Except as may be disclosed in the Title Commitment, there are no unregulated pipelines or buried structures, tanks or pits on the Premises, nor are there any hazardous materials stored upon the Premises.

G. Condition of Premises and Improvements: The physical condition of the Premises, the Ancillary Structures and the Personal Property, if any, at Closing will be similar to the condition of said properties as of the date of this Contract, ordinary wear and tear excepted.

ARTICLE XIV (IDNR's Inspections)

A. Right to Inspect: At any time prior to Closing, IDNR, IDNR's agents, employees and contractors shall have the right, between the hours of 8:00 a.m. & 5:00 p.m., but without disturbing DONOR's use and enjoyment of the Premises, to enter the Premises for purposes of making surveys, inspections, soil tests and other investigations of same including, but not limited to, the physical condition of the Premises. DONOR accepts responsibility and liability of any and all attractive nuisances, as identified by IDNR, located on Premises and agrees to remedy any and all such attractive nuisances before Final Inspection by IDNR. IDNR shall and does hereby agree to accept responsibility for any loss or damage suffered by IDNR, its agents, employees, contractors, legal representatives and assigns, as a result of the exercise by IDNR of the rights herein granted.

B. Final Inspection: In addition to the foregoing, IDNR shall make a final inspection of the Premises within two (2) working days of the Closing, and thereafter promptly serve written notice to DONOR of any material non-compliance, as determined solely by IDNR, with the applicable terms and conditions of this Contract, which DONOR shall promptly remedy at DONOR's expense. In the absence of any notice from IDNR to DONOR pursuant to this Paragraph, IDNR shall be deemed to have accepted the condition of the Premises and shall thereafter waive any claim that the condition of the Premises failed to conform with the requirements of this Contract or DONOR's obligations hereunder.

ARTICLE XV (Performance)

Time is of the essence of this Contract. Should IDNR or DONOR fail to perform pursuant to the terms of this Contract then, at the option of DONOR or IDNR, and upon written notice to the other party, this Contract may be terminated and shall thereupon become null and void.

ARTICLE XVI (Risk of Loss)

In the event that, prior to Closing, any portion of the Premises, the Ancillary Structures or the Personal Property, if any, shall be destroyed by fire, flood or other casualty then, at the election of IDNR: 1) this Contract may be canceled; 2) IDNR may consummate the transaction contemplated by this Contract and receive such insurance proceeds as are paid on the claim of loss; 3) IDNR may elect to postpone the Closing and permit DONOR to utilize the insurance proceeds for the purpose of making any and all necessary repairs; provided, however, in the event that such casualty is suffered by any of the property that DONOR is obligated to remove from the Premises under this Contract, the foregoing

provisions shall not apply, DONOR shall be entitled to keep any insurance proceeds with respect thereto, and the IDNR shall consummate the transaction contemplated by this Contract. This election must be exercised within ten (10) days after DONOR provides IDNR with written notice of the amount of the insurance proceeds, if any, which DONOR will receive on the claim of loss. If IDNR has not been so notified by DONOR within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of Closing, whichever occurs first, IDNR may, at its option, cancel this Contract; or, IDNR may waive any requirement under this Article XVI.

ARTICLE XVII (Documentation and Notices)

All documents required of either party hereto shall be fully and properly prepared, executed and, where necessary, acknowledged. Copies of all documents to be prepared in connection with Closing shall be provided by IDNR and DONOR to opposing legal counsel not less than five (5) days prior to Closing.

Any notices required or permitted hereby shall be deemed given when received by one party from the other, in writing and personally delivered, delivered by overnight courier or sent by certified mail, return receipt requested, or by email, to the parties at the following addresses:

TO IDNR: Daniel Johnson, Director
Office of Realty &
Capital Planning
Illinois Department
of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271
daniel.p.johnson2@illinois.gov

John Fischer
General Counsel
Illinois Department
of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271
john.fischer@illinois.gov

TO DONOR: Nate Bottom, Chief City Engineer
City of Springfield

Office of Public Works
300 S. 7th St. R.m 203
Springfield, IL 62701
Nathan.bottom@springfield.il.us

DONOR Copy to:

Gregory E. Moredock, Corporation Counsel
City of Springfield
Office of Corporation Counsel
800 E. Monroe St. Rm. 313
Springfield, IL 62701

The above addresses may be changed from time to time by the party changing same giving notice thereof in the manner provided herein.

ARTICLE XVIII (Authorization of Transaction)

A. DONOR: This Contract constitutes the valid and legally binding obligation of DONOR enforceable in accordance with its terms and conditions. DONOR represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform its obligations hereunder.

B. IDNR: This Contract constitutes the valid and legally binding obligation of the IDNR, enforceable in accordance with its terms and conditions. IDNR represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform its obligations hereunder.

ARTICLE XIX (Non-contravention)

DONOR hereby represents and warrants to IDNR, and IDNR hereby represents and warrants to DONOR that neither the execution and the delivery of this Contract, nor the consummation of the transactions contemplated herein, will:

A. Legal Violation: Violate any statute, regulation, rule, judgment, order,

decree, stipulation, injunction, charge, or other restriction of any government, governmental agency or court to which they are subject; or,

B. Contract Violation: Conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract, lease, sub-lease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, bankruptcy, security interest or other arrangement to which either is a party or by which either is bound or to which any of their assets is subject.

ARTICLE XX (Insurance)

DONOR represents and warrants that the Premises, the Ancillary Structures and the Personal Property, if any, are currently insured against loss due to theft, vandalism, fire, flood, tornado or other hazard. DONOR shall keep all said policies of insurance in full force and effect between the date of execution of this Contract and Closing.

ARTICLE XXI (Notice of Developments)

DONOR shall give prompt written notice to IDNR of any material development affecting the Premises, the Ancillary Structures or the Personal Property, if any, prior to Closing. Each party shall give prompt written notice to the other of any material development affecting the ability of the parties to consummate the transaction contemplated by this Contract.

ARTICLE XXII (Miscellaneous)

A. Governing Law: This Contract shall be construed in accordance with the laws of the State of Illinois. Any and all claims against IDNR under this Contract shall be filed exclusively with the Illinois Court of Claims. By entering into this Contract, IDNR

isn't and doesn't waive its sovereign immunity. IDNR shall not be obligated to arbitrate any claim, controversy, violation or disagreement under this Contract.

B. Survival: Except as herein provided, all of the representations, warranties and covenants of the parties contained in this Contract shall survive the Closing.

C. Entire Agreement: This Contract constitutes the entire agreement between the parties and may be modified hereafter only with the express written agreement of each party.

D. Severability: Any term or provision of this Contract which is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof, or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

E. Headings: The section headings contained in this Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Contract.

F. Ancillary Provisions: (1) The parties agree that this Contract shall not be filed of record in the Recorder's Office of Sangamon County, Illinois. The terms, covenants, reservations and conditions herein shall be perpetual and shall run with the Premises.

(2) Neither party shall assign this Contract, or any rights hereunder, without the prior written consent of the other Party, except as follows: DONOR shall be permitted to assign this Contract with notice, but without IDNR consent, to an entity affiliated with or controlled by DONOR or in connection with any

corporate merger, reorganization, consolidation or sale of DONOR's retained property or similar transactions, each such assignee pursuant to any such transaction being a permitted assign; and, IDNR shall be entitled to assign this Contract with notice, but without DONOR's consent, to another agency of the State of Illinois. Any such assignments or attempted or purported assignment outside of these exceptions shall be void as to the other party and, moreover, shall constitute a material breach of this Contract.

(3) This Contract shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

(4) This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(5) This Contract is for the sole benefit of the parties and is not for the benefit of any third party other than the parties' respective successors and permitted assigns.

G. Press Releases and Announcements: Each party agrees to coordinate with the other party all press, news or other releases to the media related to this Agreement or the transactions contemplated hereby and to allow the other party to review such releases prior to release

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the signature of the IDNR Director.

CITY OF SPRINGFIELD

STATE OF ILLINOIS DEPARTMENT OF
NATURAL RESOURCES:

By: Misty Buscher
Position: Mayor

GEA

By: Renee Snow, Director

Date: _____

By: Daniel Johnson
Director – Office of Realty & Capital Planning

By: John Fischer, General Counsel

EXHIBIT A

ILLINOIS GOVERNOR'S MANSION/
NORTH MANSION PARK
SANGAMON COUNTY

PARCEL NO. 437-00-1
LEGAL DESCRIPTION

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 9: The East 65 feet of the North 20 feet of Lot 10 in Block 2 in E.L. Edward Addition to the City of Springfield;

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner

of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

EXHIBIT B
QUIT CLAIM DEED

2026-333

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH, That the City of Springfield, Illinois, a unit of local government organized and existing under the laws of the State of Illinois, for and in consideration of good and valuable consideration(s) in hand paid, the receipt of which is hereby acknowledged, **CONVEYS AND QUIT CLAIMS** to the People of the State of Illinois, Department of Natural Resources, of the City of Springfield, in the County of Sangamon, State of Illinois, all their existing legal or equitable rights in the premises described herein, and shall extend to any after acquired title, in and to the following described real estate, to-wit:

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 9: The East 65 feet of the North 20 feet of Lot 10 in Block 2 in E.L. Edward Addition to the City of Springfield;

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence

East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

ADDRESS OF PROPERTY: 400 E. Capitol Ave., Springfield, IL 62701
 408 S. 4th Street, Springfield, IL 62701
 420 S. 4th Street, Springfield, IL 62701
 426 S. 4th Steet, Springfield, IL 62701
 430 S. 4th Street, Springfield, IL 62701
 416 E. Capitol Ave, Springfield, IL 62701
 413 S. 5th Street, Springfield, IL 62701
 421 S. 5th Street, Springfield, IL 62701
 425 S. 5th Street, Springfield, IL 62701
 411 E. Jackson Street, Springfield, IL 62701
 421 E. Jackson Street, Springfield, IL 62701
 Vacated Alley Block 2, Springfield, IL 62701

PIN(S): 14-34.0-153-001, 14-34.0-153-002, 14-34.0-153-003, 14-34.0-153-004,
 14-34.0-153-005, 14-34.0-153-006, 14-34.0-153-007, 14-34.0-153-008,
 14-34.0-153-009, 14-34.0-153-010, 14-34.0-153-011, 14-34.0-153-012,
 14-34.0-153-013, 14-34.0-153-014, 14-34.0-153-015, 14-34.0-153-016.

This deed is made, executed and delivered in pursuance of Ordinance No. _____ duly adopted at a meeting of the City Council of the City of Springfield on _____, 2026.

IN WITNESS WHEREOF, said Grantor has caused these presents to be signed for the City by Misty Buscher, Mayor, this _____ day of _____ 2026.

The City of Springfield

By: _____
Misty Buscher, Mayor
Page 19 of 24 Pages

2026-333

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed pursuant to authority given by the City Council of the City of Springfield, as the free and voluntary act and deed of said City.

Given under my hand and notarial seal this _____ day of _____ 2026.

(Notarial Seal)

Notary Public

“Exempt under Section 31-45(b)(1) of the Real Estate Transfer Tax Law.”

_____ Date	_____ Buyer, Seller, or Representative
This instrument prepared by	Illinois Department of Natural Resources
and, after recording, mail to:	Office of Real Estate Services and Consultation
	One Natural Resources Way
	Springfield, IL 62702-1271

EXHIBIT C
AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS. **A F F I D A V I T**
COUNTY OF SANGAMON)

Misty Buscher, acting in her official capacity as Mayor of the City of Springfield, an Illinois municipal corporation, being first duly sworn upon oath, states as follows, to the best of her knowledge:

1. That she has personal knowledge of the facts averred herein.

2. There are no persons other than the grantor and its authorized representatives in possession of any portion of the premises described as follows:

PARCEL 1: Lots 1 and 2 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 2: Lot 3 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 3: Lots 4, 5 and 6 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 4: Lot 7 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 5: Lot 8 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 6: Lots 14, 15 and 16 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 7: Lot 13 in Block 2 of E.L. Edward's Addition to the City of Springfield;

PARCEL 8: Lot 11 and 12 in Block 2 of E.L. Edward's Addition to the City of Springfield;

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2026-333

PARCEL 10: The West Thirty-two (32) feet of Lots Nine (9) and Ten (10) in Block 2 in E.L. Edwards Addition to the City of Springfield;

PARCEL 11: Beginning at the intersection of the North line of Jackson Street with the West line of Fifth Street, thence North with the West line of Fifth Street Sixty (60) feet; thence West parallel with the North line of Jackson Street, Sixty-five (65) feet; thence North parallel with the West line of Fifth Street, Twenty (20) feet; thence West parallel with the North line of Jackson Street Fifty-five (55) feet; thence South parallel with the West line of Fifth Street Eighty (80) feet to the North line of Jackson Street, and thence East on the North line of Jackson Street One Hundred and Twenty (120) feet to the place of beginning,

PARCEL 12: A part of the Northwest Quarter of Section 34, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot One, Block 2 of the E.L. Edwards' Addition to the City of Springfield; thence Southerly along and with the East line of Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Southeast corner of said Lot 8; thence Easterly, a distance of 16.00 feet to the Southwest corner of Lot 9 of said Block 2 of the E.L. Edwards' Addition; thence Northerly along and with the West line of Lots 9, 10, 11, 12, 13, 14, 15 and 16 of said Block 2 of the E.L. Edwards' Addition, 320.00 feet to the Northwest corner of said Lot 16; thence Westerly, a distance of 16.00 feet to the point of beginning.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

All situated in Sangamon County, Illinois.

She further states that there are no current outstanding leases on any part of the above premises, except as follows (IF NONE, SO STATE):

3. This affidavit is made for the purpose of inducing the State of Illinois to accept a deed of conveyance of the premises hereinabove described from the record owner thereof. 2026-333

4. The affiant has no knowledge of any unrecorded easement over, under, upon or across the above described premises.

5. There are no encroachments, overlaps, or boundary line disputes involving the aforesaid premises to the knowledge of the undersigned.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises hereinabove described.

7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the aforesaid premises.

8. That no material, new or additional, improvements have been made to or constructed upon the above premises within the past three years except as follows **(IF NONE, SO STATE):**

9. There have been no improvements made or contracted for on the premises within four (4) months immediately preceding the date of the affidavit, out of which a claim for Mechanics' Lien could accrue or has accrued.

10. All improvements now on the premises involved comply with all local building and zoning ordinances.

11. The premises involved have not been used or occupied for any purpose which would subject the property to the provisions of the Illinois statute commonly known as the Dram Shop Act.

The City of Springfield,

By: _____
Misty Buscher, Mayor

Subscribed and sworn to before me, a Notary Public, this ____ day of ____
_____ 2026.

(Notarial Seal)

Notary Public

2026-333

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-38
DATE OF 1ST READING: 6/16/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Agreement FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SPRINGFIELD FOR THE DONATION OF THE BLOCK BOUND BY FOURTH STREET, CAPITOL AVENUE, FIFTH STREET AND JACKSON STREET FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement with Exhibits

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☐ Low Bid ☒ Other: Agreement Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 3 JUN 26
CITY PURCHASING AGENT: Date:

COMMENTS

This ordinance is to execute a real estate donation agreement to allow the city to transfer the block bound by Fourth Street, Capitol Avenue, 5th Street and Jackson Street to the Illinois Department of Natural Resources (IDNR). This transfer enables IDNR state resources to improve the block.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE FOR THE BUS STOP, LLC D/B/A THE BUS STOP, LOCATED AT 430 E. MONROE ST.

WHEREAS, The Bus Stop, LLC has applied for a Class "A" liquor license for the business known as The Bus Stop located at 430 E. Monroe St; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes an increase in the number of Class "A" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 6-29-26
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	The Bus Stop, LLC d//b/a The Bus Stop		
LOCATION:	430 E Monroe St.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business with liquor sales		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
I	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants-Class E - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature



Date

C:\Users\NFallen\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EG82R9M5\Increase Class A The Bus Stop.docx

2026-334

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE FOR 2730 SIXTH STREET LIQUOR, LLC D/B/A SPRING LIQUOR AND WINE, LOCATED AT 2730 S. 6TH STREET, SUITES B & C

WHEREAS, 2730 Sixth Street Liquor, LLC. has applied for a Class "AA" liquor license for the business known as Spring Liquor and Wine, located at 2730 S. 6th Street, Suites B & C; and

WHEREAS, all phases of the application process have been satisfactorily met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves an increase in the number of Class "AA" liquor licenses by one for 2730 Sixth Street Liquor, LLC, d/b/a Spring Liquor and Wine, located at 2730 S. 6th Street, Suites B & C.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-25-20
Office of Corporation Counsel/Date

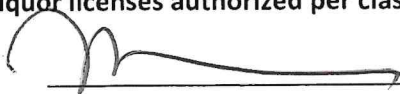
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/072026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	2730 Sixth Street Liquor, LLC d/b/a Spring Liquor and Wine		
LOCATION:	2730 S. 6 th Street Suites B & C		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business		

Column1	Column2	Column3	Column4
I	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2 :00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants-Class E - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:



Mayor's Signature



Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY ROOTS LATIN GRILL, LLC D/B/A ROOTS LATIN GRILL LOCATED AT 4127 WABASH AVE.

WHEREAS, Roots Latin Grill, LLC currently holds a Class "D" liquor license for the business known as Roots Latin Grill located at 4127 Wabash Ave., and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

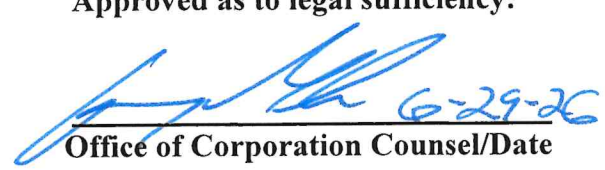
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-29-26
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Roots Latin Grill LLC dba Roots Latin Grill		
LOCATION:	4127 Wabash Ave.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2 :00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants-Class E - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature



Date

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D"
LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY
BARBEQUE INTEGRATED, INC D/B/A SMOKEY BONES BAR & FIRE
GRILL #7513 LOCATED AT 2660 S. DIRKSEN PKWY**

WHEREAS, Barbeque Integrated, Inc currently holds a Class "D" liquor license for the business known as Smokey Bones Bar & Fire Grill #7513 located at 2660 S. Dirksen Pkwy and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

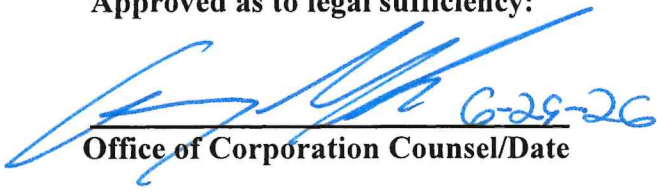
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-29-26
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Barbeque Integrated Inc. dba Smokey Bones Bar & Fire Grill #7513		
LOCATION:	2660 S. Dirksen Pkwy		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business closed		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2 :00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants-Class E - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

Date

**AN ORDINANCE APPROVING THE APPOINTMENT OF ROBERT
MUELLER TO THE SPRINGFIELD URBAN FORESTRY COMMISSION**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, pursuant to Section 102.10 (b) of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Springfield Urban Forestry Commission for three-year terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Robert Mueller to replace Erskine E. Route, whose term has expired to the Springfield Urban Forestry Commission and his term will end August 1, 2029.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: That the City Council hereby approves the appointment of Robert Mueller to the Springfield Urban Forestry Commission and his term will end August 01, 2029.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-1-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/2026OFFICE REQUESTING: MAYOR'S OFFICECONTACT PERSON BILLY FLEISCHLIPHONE NUMBER: 789-2200EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: \$0.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT ROBERT MUELLER TO THE URBAN FORESTRY COMMISSION, AND HE WILL BE REPLACING ERSKINE E. ROUTE.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAI _____ VENDOR NO: _____

CONTRACT TERM _____ CONTRACT # _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT			
(Original amount if change order)	Change Order #	Additional Amount	

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid	☐ Other: _____	Is Purchasing Agent approval required No ☐ Yes ☐
☐ Low Bid Meeting Specs	☐ Exception: _____	Is Purchasing Agent approval attached No ☐ Yes ☐
☐ Low Evaluated Bid	Code Provision _____	

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____ Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

THIS ORDINANCE IS TO APPOINT ROBERT MUELLER TO THE URBAN FORESTRY COMMISSION, AND HE WILL BE REPLACING ERSKINE E. ROUTE, WHOSE TERM EXPIRED AUGUST OF 2025.

SIGN OFF: _____

Springfield

(Mayor's Signature)

(Director of OBM)

2026-338

AN ORDINANCE AUTHORIZING PAYMENT TO BEAU FRIDAY, A CITY OF SPRINGFIELD FIRE FIGHTER, FOR SETTLEMENT OF A WORKERS COMPENSATION CLAIM NUMBER 24-WC-032595 IN AN AMOUNT NOT TO EXCEED \$44,974.56

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Beau Friday works as a Fire Fighter for the City of Springfield hired January 9, 2012; and

WHEREAS, on October 4, 2024, Mr. Friday filed a workers compensation claim and is willing to settle his claim for case no. 24-WC-032595 in the amount of \$44,974.56 representing a permanent partial disability equivalent to approximately 20% loss of use of the left leg; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Friday workers compensation claim for case number 24-WC-032595 in an amount not to exceed \$44,974.56 would be in the best interest of the City financially.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves settlement in the amount of \$44,974.56 to Beau Friday, a City of Springfield Fire Fighter Employee, for workers compensation case for claim number 24-WC-032595, representing a permanent partial disability equivalent to approximately 20% loss of use of the left leg. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$44,974.56 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Beau Friday and his attorney Arichard Volpe, Disparti Law.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 24WC032595

WORKERS' COMPENSATION CLAIM #: W004441031

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Beau Friday

DEPARTMENT: Fire Department

JOB TITLE: Driver Engineer

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 10/04/24

DESCRIPTION OF ACCIDENT: Stepping off fire vehicle - pop in left knee

ATTORNEY: Richard Volpe, Disparti Law

% OF LOSS OF USE: 20% loss of use of the left leg (2 surgeries left medial meniscus),
\$44,974.56

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ OBM _____

GEM

2026-339

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 6/16/2026OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Greg MoredockPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ ☐ If yes, explain justification.TYPE OF ORDINANCE: Work Comp SettlementFISCAL IMPACT: \$44,974.56

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO BEAU FRIDAY, A CITY OF SPRINGFIELD FIRE FIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 24WC032595 IN THE AMOUNT OF \$44,974.56

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: Beau Friday & Arichard Volpe, Disparti Law

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: _____

Previous Ord #'s _____

☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval required? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BCMT	WCMP	2205	\$44,974.56
2			BCMT			
3						
4						

FUNDS CHECK BY:

Date:

Lenae Pilkington06/01/2026

DIRECTOR / SUPERVISOR SIGNATURE

Date:

[Signature]6-1-2026

CITY PURCHASING AGENT:

Date:

6/1/2026

COMMENTS

Beau Friday, hired on January 9, 2012 as a City of Springfield Fire Fighter, reported a work injury on 10/04/2024. Mr. Friday filed a workers compensation claim (24WC032595) and is willing to settle in the amount of \$44,974.56 Livingstone, Mueller, Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of \$44,974.56 to settle (24WC032595).

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT NO. B26-MC-17-0023 FY26 CDBG COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT NO. M26-MC-17-0209 FOR AN TOTAL AMOUNT NOT TO EXCEED \$1,779,363.29 FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COVERING THE FY26 PROGRAM YEAR ACTIVITIES, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Planning and Economic Development has been notified that the Department of Housing and Urban Development is willing to award the Community Block Grant No. B26-MC-17-0023 to the City of Springfield, in the amount of \$1,302,548.00, covering the FY26 program year activities; and

WHEREAS, the Office of Planning and Economic Development has been notified that the Department of Housing and Urban Development is willing to award the Home Investment Partnerships Program Grant No. M26-MC-17-0209 to the City of Springfield, in the amount of \$465,998.68, covering the FY26 program year activities; and

WHEREAS, it is in the best interest of the City of Springfield to accept the Community Block Grant No. B26-MC-17-0023 and Home Investment Partnerships Program Grant No. M26-MC-17-0209 for the Department of Housing and Urban Development; and

WHEREAS, the Office of Planning and Economic Development is requesting a total grant amount of \$1,779,363.29, from funds received from the Community Development Block Grant and Home Investment Partnerships Program Grant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the Community Development Block Grant No. B26-MC-17-0023, in the amount of \$1,302,548.00 and from Home Investment Partnerships Program Grant No. M26-MC-17-0209 for \$465,998.68 for a total grant amount of \$1,779,363.29, for the Department of Housing and Urban Development covering the FY26 program year activities. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby authorizes the amount of \$1,779,363.29 for the Springfield Office of Planning and Economic Development as follows:

FROM REVENUE ACCOUNT	AMOUNT
001-111-DEVL-CDBG-4790	\$1,302,548.00
001-111-DEVL-HOME-4791	\$465,998.68

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as set forth above.

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 5: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

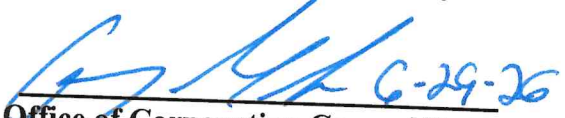
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

Mayor Misty Buscher

Approved as to legal sufficiency:


Office of Corporation Counsel/Date



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 10, 2026

The Honorable Misty Buscher
Mayor of Springfield
800 E Monroe St Ste 300
Springfield, IL 62701

Dear Mayor Buscher,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that the Springfield jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) \$1,302,548.00

HOME Investment Partnerships Program (HOME) \$465,998.68

Emergency Solutions Grants (ESG) \$ 0.00

Housing Opportunities for Persons With AIDS (HOPWA) \$ 0.00

Recovery Housing Program (RHP) \$ 0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with \$6,512,740.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

2026-340

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald J. Kurtz". The signature is fluid and cursive, with a horizontal line underlining the last name.

Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: OPEDCONTACT PERSON: Amy RasingEMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentPHONE NUMBER: 217-789-2377FISCAL IMPACT: \$1,768,546.68

SUGGESTED TITLE: Ordinance to accept and authorize the execution of Program Year FY26 Community Development Block Grant (CDBG) for \$1,302,548.00 and Home Investment Partnerships Program Grant (HOME), for \$465,998.68 from the US Department of Housing and Urban Development covering the FY26 Program Year

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 421-10-25

Is Purchasing Agent approval required? No ☒ Yes ☐
Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	CDBG	4790 \$1,302,548
2	001	111	DEVL	HOME	4791 \$465,998.68
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

Ordinance to accept and authorize the execution of Program Year FY26 Community Development Block Grant (CDBG) B26-MC-17-0023 for \$1,302,548.00 and Home Investment Partnerships Program Grant (HOME) M26-MC-17-0209 for \$465,998.68 from the US Department of Housing and Urban Development covering the FY26 Program Year

FUNDS CHECK BY: Pilkington, Lenee

Date: _____

DIRECTOR / SUPERVISOR: _____

6/23/26

CITY PURCHASING AGENT: _____

Date: 6/23/2026

SIGN OFF: _____

(Mayor's Signature)

_____ 6 _____

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-340

AN ORDINANCE AUTHORIZING THE EXECUTION OF GRANT NO. 26SL578208, FOR THE FY27 SECURITY GRANT WITH THE STATE OF ILLINOIS STATE LIBRARY, IN THE AMOUNT OF \$100,000.00, FOR THE LINCOLN LIBRARY

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the State of Illinois State Library has approved to purchase security cameras, equipment and software for the FY27 Safety Grant No. 26SL578208 in the amount of \$100,000.00 to bring certain security cameras into compliance with the security system; and

WHEREAS, it is in the best interest of the City of Springfield to accept the FY27 Security Grant from the State of Illinois State Library; and

WHEREAS, a copy of the FY27 Safety Grant agreement no. 26SL578208 with the State of Illinois State Library shall be on file in the city clerk's office.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts FY27 Security Grant No. 26SL578208 with the State of Illinois State Library to purchase security cameras, equipment, and software in the amount of \$100,000.00 to bring certain security cameras into compliance with the security system. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
003-116-LIBR-SAFE-1860	\$100,000.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 6-30-26

ACCOUNT CODE: 001-35010-4900-0000 (2257)

AGREEMENT

FY26 Security Grant
We Value Library Safety at Lincoln Library

THIS AGREEMENT, entered into by and between **CITY OF SPRINGFIELD LINCOLN LIBRARY**, hereinafter referred to as the Grantee, and the **OFFICE OF THE SECRETARY OF STATE, ILLINOIS STATE LIBRARY** hereinafter referred to as the PRINCIPAL.

WHEREAS, it is the public policy of the State of Illinois to promote, support, implement, and maintain library services for the cultural, educational, and economic development of the State of Illinois and of the inhabitants of the State of Illinois, and,

WHEREAS, the Illinois State Library staff have reviewed the proposal for the Project and recommended that the Principal contract with the GRANTEE to perform the Project as set forth in the guidelines and/or proposal, if any, and

WITNESSETH, that said Principal does hereby agree to provide funds for Grantee's Project as set forth in the proposal and Grantee hereby accepts such funding upon the terms and conditions hereinafter provided.

ARTICLE 1, TERM: Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective on June 1, 2026 and shall be terminated on June 30, 2027.

ARTICLE 2, DUTIES: The Grantee shall provide the services described in the Grant Application on file at the Illinois State Library and incorporated herein as if fully set forth. The approved budget for permissible expenditures for the grant program is set forth in Attachment "A" and incorporated by reference. In fulfilling the assigned duties and responsibilities under this Agreement, the Grantee agrees to perform and respond in a professional manner, and to meet any and all agreed upon deadlines.

ARTICLE 3, TERMINATION/EXTENSION: Either party may terminate this Agreement upon thirty (30) calendar days' written notice to the other party. Upon termination the Grantee shall return to the Principal all unexpended grant funds to the Grantee. The Grantee shall also reimburse the Principal for any grant funds expended in contravention of the grant terms and for any unaccounted for grant funds. The term of this Agreement may be extended in writing signed by both parties. Any such extension shall be attached to this Agreement and made a part hereof as though it were incorporated and included herein.

ARTICLE 4, PAYMENT: For and in consideration of said services as set forth in Article "2" above, Principal shall award a grant in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), payable in the following manner:

100% upon execution of the Agreement.

ARTICLE 5, FUNDING: Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or the federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

Funding provided hereunder by Principal shall be used only for the purpose described in this Agreement.

The Grantee may receive and expend funds or special grants in excess of that appropriated by the Illinois General Assembly and approved by the Governor, from sources other than the Principal, to further the implementation of the services being funded by this Agreement. The Principal, however, shall not be obligated to reimburse the Grantee for any amount in excess of the maximum amount specified in Article "4" of this Agreement.

ARTICLE 6, WORK PRODUCT: All documents, including reports and all other work products produced by the Grantee under this Agreement shall become and remain the property of the State.

ARTICLE 7, LIABILITY: The Principal does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee.

ARTICLE 8, INDEPENDENT CONTRACTOR STATUS: The Grantee is an independent contractor to the Principal, and neither the Grantee nor persons employed by the Grantee shall represent themselves as employees of the State.

ARTICLE 9, APPLICABLE LAW: This Agreement shall be governed in all respects by the laws of the State of Illinois, which include but are not limited to the Illinois Grant Funds Recovery Act and the rules promulgated thereunder (30 ILCS 705), the Illinois Freedom of Information Act (5 ILCS 140), and the Attorney General Act (15 ILCS 205). Any claims against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporated by reference (an unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the United States and Illinois Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules, Principal does not unlawfully discriminate in the awarding of grants or any other activity.

ARTICLE 10, NOTICES: All notices required under the terms of this Agreement shall be delivered in person or by certified or registered mail with return receipt to the last known address of the parties hereto.

ARTICLE 11, BREACH: Any breach of this Agreement by the Grantee will allow the Principal to terminate this Agreement without penalty and have any other available relief. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.

ARTICLE 12, AUDIT REQUIREMENTS: The Grantee agrees to provide the Principal with a copy of the Grantee's annual agency wide audit upon completion of this Agreement if cumulative disbursements from any grant program administered by the Principal total \$175,000 or more during the current annual state fiscal period of July 1 – June 30. 23 Ill. Adm. Code 3035.140.

ARTICLE 13, CONSULTING SERVICES: The Principal agrees to provide, from the staff so designated at the Illinois State Library, consulting services for the Project and sufficient information to the Grantee to promote a successful Project.

ARTICLE 14, REPORTING REQUIREMENTS: The Grantee agrees to supply the Principal with the following reports and records: Quarterly financial reports and program progress reports are due no later than 15 days following the end of every quarter during the term of this Agreement. Required reporting forms and instructions will be supplied to the Grantee by the Principal in a timely fashion.

If any *obligated* grant funds remain at the end of the grant period, the Grantee further agrees to:

- (a) Liquidate all obligated funds with all goods received within 45 days of the end of the grant period; and,
- (b) File a final expenditure report showing expenditure of obligated grant funds no later than 45 days after the end of the grant period; and,
- (c) Return all unexpended obligated funds to the Illinois State Library within 45 days after the end of the grant period.

The Grantee agrees to exercise good faith in the performance of this Agreement and to provide such additional information as the Principal determines is necessary and appropriate for an evaluation of the success of the Project.

ARTICLE 15, ILLINOIS GRANT FUNDS RECOVERY ACT: This Agreement is subject to the terms of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.* All funds remaining at the end of this Agreement shall be returned to the Principal within 45 days.

ARTICLE 16, CRIMINAL BACKGROUND VERIFICATION: The Grantee acknowledges that the Principal reserves the right to require a fingerprint criminal background verification and the Grantee, Grantee's officers, employees or agents who would directly supervise or physically perform the grant and said persons agree to submit to the same. Such fingerprint criminal background check may be completed by the Principal fingerprinting the Grantee or the Grantee may submit to the Principal a report compiled by an outside entity in a format and with information acceptable to the Principal reflecting the results of the criminal background check. Such fingerprinting may occur prior to the effective date of this Agreement, but no later than five (5) days after the Agreement has commenced. It is acknowledged and agreed by the Grantee that failure to submit to such fingerprint background check may result in an immediate termination of the Agreement. Further, a criminal history report may result in immediate termination of the Agreement.

For a Grantee that utilizes various staff to perform the duties in the Agreement, the Grantee and staff must comply with the requirements above for each and every individual performing the work outlined in this Agreement and/or who have access to State of Illinois facilities.

ARTICLE 17, DRUG-FREE WORKPLACE: The Grantee agrees to provide a drug-free workplace as provided in 30 ILCS 580/1, *et seq.*

ARTICLE 18, RECORDS AND DOCUMENTATION: The Grantee shall maintain, for a minimum of three years or five years if federally funded from the later date of either: (a) final payment under the Agreement or (b) the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement, the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Principal, Attorney General and Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Principal for the recovery of any funds paid by the Principal under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

ARTICLE 19, AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS: Grantees must be in compliance with 805 ILCS 5, *et seq.*, regarding the authority to conduct business in the State of Illinois. *If applicable* a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at 217/782-1834. Application forms may be downloaded from the following web address:
http://www.ilsos.gov/publications/pdf_publications/bca1315.pdf

ARTICLE 20, VALID DRIVER'S LICENSE: If Agreement duties require the Grantee to drive a vehicle in order to perform Agreement services; the Grantee must be in possession of a valid driver's license. The Grantee shall immediately notify the Principal in the event the Grantee's license is revoked, suspended, expired or is otherwise deemed invalid. Proof of the validity of the Grantee's license may be required at any time during the term of this Agreement.

ARTICLE 21, TIN CERTIFICATION: The Grantee certifies that:

- (a) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
 - (b) I am not subject to backup withholding because: (1) I am exempt from backup withholding, or (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified me that I am no longer subject to backup withholding, **and**
 - (c) I am a U.S. person (including a U.S. resident alien).
- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the Grantee Name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the Grantee Name line followed by the d/b/a and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach the IRS acceptance letter (CP261 or CP277).

Grantee Name: CITY OF SPRINGFIELD LINCOLN LIBRARY

Taxpayer Identification Number:

Social Security Number:

Or

Federal Employer Identification Number (FEIN): 376002037

Legal Status (check one):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership/Legal Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services

- ☐ Government
 - ☐ Nonresident Alien
 - ☐ Estate or Trust
 - ☐ Pharmacy (Non-Corporation)
 - ☐ Pharmacy/Funeral Home/Cemetery (Corporation)
 - ☐ Limited Liability Company
- (select applicable tax classification)
- ☐ D = disregarded entity
 - ☐ C = corporation
 - ☐ P = partnership

ARTICLE 22, ENTIRE AGREEMENT: In the event of a conflict between the Secretary of State contractual agreement and any Grantee's terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any Grantee term and conditions, including any Grantee attachments, the contradiction, conflict, inconsistency shall be resolved in favor of the Secretary of State contractual provisions. This instrument, including Attachment "A" incorporated by reference, contains the entire agreement of the parties. The Agreement may not be changed orally, but only by agreement in writing signed by the party whom enforcement of any waiver, modification, extension, or discharge is sought.

ARTICLE 23, OATH: The Grantee certifies under oath that all information in this Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the grant funds shall be used only for the purposes described in this grant Agreement; and that the award of grant funds is conditioned upon said certification.

This Agreement shall be signed and executed in three (3) copies by the parties hereto; at least one copy shall be retained by the Principal and one copy shall be delivered to the Grantee. Each of the executed copies of this Agreement is valid and each executed copy shall be deemed an original.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, on the day and in the year written below.

GRANTEE

PRINCIPAL

**CITY OF SPRINGFIELD
LINCOLN LIBRARY**
326 South Seventh Street
Springfield, IL 62701-1621

Authorized Grantee Signature Date

GFH

Greg McCormick
Director
Illinois State Library

Date

Signature Name (Typed or Printed)

Signature Title

ALEXI GIANNOULIAS, Secretary of State Date
Acting in his capacity as Secretary
of State and not individually.

BUDGET SUMMARY:

Budget Line	Total
Salaries/Wages/Benefits	\$0
Consultant Fees	\$0
Travel	\$0
Supplies/Materials	\$0
Equipment	\$0
Services	\$100,000
Total Direct Costs	\$100,000

Indirect (Facilities and Administrative) Costs: Indirect costs are incurred for the organization's overall objectives and, therefore, cannot be identified specifically for a particular project. Typical examples of indirect costs are general telephone service, audit costs, utilities, general office supplies, and administrative or financial operations, such as audit costs. If you choose to request indirect costs, you must exclude all indirect-cost-type items from other budget lines.

Choose One:

No Indirect Costs	\$0
Indirect Costs not to exceed 10% of the Total Direct Costs. - For all grants awarded state funds, OR - Grants awarded federal funds, such as LSTA, for applicants with no federally negotiated indirect cost rate.	\$0
Indirect Costs not to exceed the Federally Negotiated Indirect Cost Rate of _____. - Only for grants awarded federal funds, such as LSTA, AND - Limited to those agencies with a federally negotiated indirect cost rate. Attach documentation to confirm the negotiated rate.	\$0

Total Grant Request	\$100,000
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OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS • Secretary of State and State Librarian

June 11, 2026

Ms. Gwen Harrison, Director
Lincoln Library
326 South Seventh Street
Springfield, Illinois 62701-1621

Dear Ms. Harrison:

I am pleased to award the Lincoln Library a Fiscal Year 2026 Security Grant for \$100,000.00.

This grant support is provided pursuant to Public Act 104-0108 and 23 Ill. Adm. Code 3035.130, Technology Grants.

As Secretary of State and State Librarian, I commend you for taking advantage of this grant that will greatly benefit your community. The Illinois State Library staff and I are committed to ensuring that all Illinois residents have fair and equitable access to library services.

Should you have any questions regarding this award, please contact the Illinois State Library at 217-524-8836.

Sincerely,

A handwritten signature in black ink, reading "Alexi Giannoulis".

Alexi Giannoulis, Secretary of State
and State Librarian

cc: 26-9012-SEC
AG:isl



ALEXI GIANNOULIAS • Secretary of State & State Librarian
Illinois State Library, Gwendolyn Brooks Building
300 S. Second St., Springfield, IL 62701-1796

ilsos.gov

Illinois State Library

**Certification of Eligibility for Grants
Pursuant to
75 ILCS 10/ Illinois Library System Act
23 Ill. Adm. Code 3035 Illinois State Library Grant Programs**

Submit with grant application

It is the policy of the State to encourage and protect the freedom of libraries and library systems to acquire materials without external limitation and to be protected against attempts to ban, remove, or otherwise restrict access to books or other materials.

As the duly authorized representative of the applicant, by signing below, I certify that the:

Lincoln Library

Name of Library or Agency

☒ **Has adopted the American Library Association's Library Bill of Rights** that indicates materials should not be proscribed or removed because of partisan or doctrinal disapproval.

Or, in the alternative,

☐ **Is providing a written policy or procedure, approved and in force at the applicant library**, declaring the inherent authority of the library or library system to provide an adequate collection of books and other materials sufficient in size and varied in kind and subject matter to satisfy the library needs of students or patrons served and prohibit the practice of banning specific books or resources.

By signing below, I also certify that at the request of the State Librarian, the library/agency agrees to provide the Illinois State Library with any final decision for reconsideration of library materials during the term of the grant award.

Gwen Harrison
Authorized Signature

Gwen Harrison
Signature Name (Typed or Printed)

04/14/2026
Date

Director
Title

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Lincoln Library

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8474

EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

ON EMERGENCY PASSAGE TO MEET STATE OF ILLINOIS FISCAL YEAR END OF 30 JUN 2026. GRANT NUMBER 26SL578208 WILL BE PRODUCED FROM STATE OF ILLINOIS FISCAL YEAR 2026.

FISCAL IMPACT: \$100,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE ACCEPTANCE, EXECUTION, AND SUPPLEMENTAL APPROPRIATION OF GRANT AGREEMENT 26SL578208, THE FY26 SECURITY GRANT, WITH THE OFFICE OF THE SECRETARY OF STATE, ILLINOIS STATE LIBRARY IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR THE LINCOLN LIBRARY.

CONTRACTOR / VENDOR NAME: State of Illinois Library VENDOR NO: 0SEC3500

CONTRACT TERM: 1JUN 26 - 30 JUN 27 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$100,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	003	116	LIBR	SAFE	1860
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	003	116	LIBR	SAFE	1205
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Obligation #26SL578208 Agreement, acceptance letter, Certificate of Eligibility

STAFF ANALYSIS

The Lincoln Library is being awarded the FY26 Safety Grant from the Illinois State Library to purchase security cameras and equipment as well as software to bring certain security computers into compliance with the security systems being installed. The FY26 Safety Grant was awarded based on determination to help the community grow while keeping both employees and citizens in a safe environment.

FUNDS CHECK BY: Courtney Heinzl

Digitally signed by Courtney Heinzl
Date: 2026.06.24 13:12:01 -05'00'

DIRECTOR / SUPERVISOR: Gwendolyn A. Harrison

Digitally signed by Gwendolyn A. Harrison
Date: 2026.06.24 11:24:55 -05'00'

CITY PURCHASING AGENT: _____

Date: _____

Date: _____

Date: 6/24/2026

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-341

AN ORDINANCE AUTHORIZING A ONE-YEAR EXTENSION OF CONTRACT CS24-04-01 THROUGH JUNE 30, 2027, WITH REPUBLIC SERVICES, SPRINGFIELD D/B/A REPUBLIC SERVICES OF SANGAMON COUNTY TO PROVIDE WASTE HAULING USING SINGLE STREAM RECYCLING IN AN AMOUNT NOT TO EXCEED \$300,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance number 334-07-23 authorizing execution of Contract CS24-04-01 with Republic Services, Springfield d/b/a Republic services of Sangamon County to provide dumpster and roll off box service for all departments of the City in an amount not to exceed \$257,421.00; and

WHEREAS, provisions in Contract No. CS24-04-01 authorize extensions by mutual agreement of the parties upon approval by the mayor and city council; and

WHEREAS, both vendors have consented to a one-year contract extension; and

WHEREAS, the existing terms and conditions of the current contract shall remain at the same service rates bid in the original contract from July 1, 2026, through June 30, 2027; and

WHEREAS, it is in the best interest of the City of Springfield to authorize a one-year extension of Contract No. CS24-04-01 through June 30, 2027, with Republic Services Inc. d/b/a Republic in the amount not to exceed \$300,000.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a one-year extension of Contract No. CS24-04-01 through June 30, 2027, with Republic Services, Springfield d/b/a Republic Services of Sangamon County Republic Services Inc. to provide waste hauling using single stream recycling service in an amount not to exceed \$300,000.00. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Republic Services, Springfield d/b/a Republic Services of Sangamon County (CAP7000) in an amount not to exceed \$300,000.00 from various department accounts in accordance with the terms of Contract CS24-04-01.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

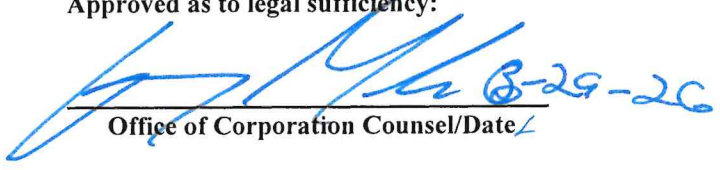
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING A THREE-YEAR AGREEMENT FOR CONTRACT CS24-04-21 WITH ALLIED WASTE TRANSPORTATION, INC. D/B/A REPUBLIC SERVICES OF SANGAMON COUNTY TO PROVIDE WASTE HAULING USING SINGLE STREAM RECYCLING FOR ALL DEPARTMENTS OF THE CITY OF SPRINGFIELD IN AN AMOUNT NOT TO EXCEED \$257,421.00, FOR ONE YEAR

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Allied Waste Transportation, Inc. d/b/a Republic Services of Sangamon County has submitted the lowest responsible bid meeting specifications to provide dumpsters, roll off boxes and totes for single stream recycling service for a three-year agreement with two one-year options from July 1, 2023, through June 30, 2026, for all departments of the City of Springfield in an amount not to exceed \$257,421.00 for one year; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. CS24-04-21; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Allied Waste Transportation, Inc. d/b/a Republic Services of Sangamon County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid of Allied Waste Transportation, Inc. d/b/a Republic Services of Sangamon County for a three-year agreement to provide dumpsters, roll off boxes and totes for single stream recycling service for all Departments of the City of Springfield in an amount not to exceed \$257,421.00 for one year. The Mayor and City Clerk are authorized to execute Contract CS24-04-21 contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Allied Waste Transportation, Inc. d/b/a Republic Services of Sangamon County (CAP7000) in an amount not to exceed \$257,421.00 from individual department accounts in accordance with the terms of Contract CS24-04-21.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: July 18, 2023

RECORDED: July 20, 2023

ATTEST: [Signature]
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: 7/20, 2023

[Signature]
Mayor Misty Buscher

Approved as to legal sufficiency:

GEM / 6/29/2023
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: July 7, 2026OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: James W. PetersPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$300,000.00SUGGESTED TITLE: An ordinance authorizing a one (1) year contract extension under contract CS24-04-01 with Republic Services, Springfield for the purchase of waste hauling using single stream recycling from 7-1-2026 through 6-30-2027 in an amount not to exceed \$300,000.00 (1-year) for the Office of Budget & Management.CONTRACTOR / VENDOR NAME: Republic Services, SpringfieldVENDOR NO: 0CA7000CONTRACT TERM: 1-Year ExtensionChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$300,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☒ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☐ Exception: _____

Code Provision: _____

Previous Ord #'s 334-07-23Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

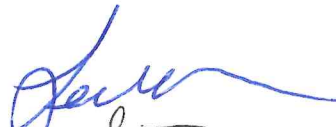
	Fund	Agency	Org	Activity	Object	Amount
1			Various			\$300,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

ORD# 334-07-23

STAFF ANALYSIS

Republic Services has agreed to a one (1) contract extension at the same service rates bid in the original contract from July 1, 2026 through June 30, 2027.

FUNDS CHECK BY: DIRECTOR / SUPERVISOR: CITY PURCHASING AGENT: SIGN OFF: 

(Mayor's Signature)

Date: 6/12/2026Date: 6/16/26Date: 6-12-2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-342

**AN ORDINANCE ACCEPTING A CONTRACT WITH KONE, INC. FOR
REPAIRS TO THE FREIGHT ELEVATOR AT MUNICIPAL CENTER
EAST IN AN AMOUNT NOT TO EXCEED \$117,273.00, FOR THE OFFICE
OF BUDGET AND MANAGEMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Kone, Inc. has submitted the lowest bid meeting specifications for repairs to the freight elevator at Municipal Center East for an amount not to exceed \$117,273.00; and

WHEREAS, the proposed contract documents are on file in the Office of the City Clerk; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Kone, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the contract of Kone, Inc. for repairs to the freight elevator at Municipal Center East in an amount not to exceed \$117,273.00. The Mayor and City Clerk are authorized to execute this contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Kone, Inc. (VC*1834) in an amount not to exceed \$117,273.00 from account number 095-107-GENC-MOVE-2304.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

Office of Corporation Counsel/Date 6-30-26



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones, Assistant Purchasing Agent 

DATE: June 25, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Kone Inc., for repair to freight elevator in MCE in an amount not to exceed \$117,273.00 for the Office of Public Works.

Pricing reflected is lower than those provided in OMNIA Partners Joint Purchase Contract.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

07/07/2026

OFFICE REQUESTING: Budget and Management

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification.

Freight Elevator Repair is needed right away in order to facilitate the new boiler installation - MCE

TYPE OF ORDINANCE: Sole Source

FISCAL IMPACT: \$117,273.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A CONTRACT WITH KONE, INC. FOR REPAIRS TO THE FREIGHT ELEVATOR AT MUNICIPAL CENTER EAST IN AN AMOUNT NOT TO EXCEED \$117,273.00 FOR THE OFFICE OF BUDGET AND MANAGEMENT

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Kone Contract

CONTRACTOR / VENDOR NAME: Kone, Inc.

VENDOR NO: VC-1834

CONTRACT TERM: to completion

CONTRACT #

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: \$117,273.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	107	GENC	MOVE	2304
2					\$117,273.00
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the repair of the freight elevator at MCE.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\ExcelForms\Kone, Inc. Elevator MCE - Freight Elev The information supplied on this form is not confidential information.

Revised 5/26/04

2026-343

**AN ORDINANCE ACCEPTING QUOTE NUMBER 3673669 AND AUTHORIZING
THE PURCHASE OF 14 APX4500 MOBILE RADIOS AND ACCESSORIES
FROM MOTOROLA SOLUTIONS FOR AN AMOUNT NOT TO EXCEED
\$78,963.22 FOR THE SPRINGFIELD POLICE DEPARTMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Police Department desires to purchase 14 APX4500 radio equipment and accessories; and

WHEREAS, Motorola Solutions is willing to provide the desired equipment for an amount not to exceed \$78,963.22 pursuant to Quote Number 3673669; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services; and

WHEREAS, it is in best interest of the City of Springfield and the Springfield Police Department to utilize Motorola Solutions radio for interoperability and compatibility of existing radio cache being all Motorola equipment for the Police Department operations; and

WHEREAS, a copy of Quote Number 3673669 from Motorola Solutions shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes acceptance of Quote No. 3673669 from Motorola Solutions for the purchase of 14 APX4500 mobile radios and accessories for an amount not to exceed \$78,963.22 for the Springfield Police Department. The Mayor and City Clerk are authorized to execute all necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Motorola Solutions (0MOT2800) in an amount not to exceed \$78,963.22 from account number 001-112-POLC-EMRG-1706 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effective immediately after its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

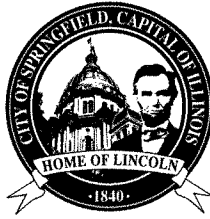
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-29-26
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Assistant Purchasing Agent

DATE: June 16, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Motorola Solutions for purchase of fourteen (14) APX4500 Mobile radios and accessories to be installed in new patrol vehicles in an amount not to exceed \$78,963.22 for the Springfield Police Department.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the city to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$78,963.22SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS IN AMOUNT NOT TO EXCEED \$78,963.22 FOR THE SPRINGFIELD POLICE DEPARTMENTCONTRACTOR / VENDOR NAME: Motorola SolutionsVENDOR NO: OMOT2800CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$78,963.22

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Sole Source

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	EMRG	1706	78963.22
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote#3673669

STAFF ANALYSIS

Ordinance request to purchase (14) APX4500 Mobile Radios and supporting accessories to be installed in newly ordered Patrol Vehicles. These radios match existing SPD radio equipment cache and operate seamlessly with the Motorola Emergency Communications service network currently utilized.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: DC DDD

CITY PURCHASING AGENT:

Date: _____

Date: 6/15/26

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-344

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$78,963.22SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS IN AMOUNT NOT TO EXCEED \$78,963.22 FOR THE SPRINGFIELD POLICE DEPARTMENTCONTRACTOR / VENDOR NAME: Motorola Solutions VENDOR NO: 0MOT2800CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$78,963.22
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☒ Exception: Sole Source
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	EMRG	1706	78963.22
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote#3673669

STAFF ANALYSIS

Ordinance request to purchase (14) APX4500 Mobile Radios and supporting accessories to be installed in newly ordered Patrol Vehicles. These radios match existing SPD radio equipment cache and operate seamlessly with the Motorola Emergency Communications service network currently utilized.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, Lenee, o=City
Departments, ou=OBM, email=Pilkington, Lenee, cn=Pilkington, Lenee, email=Lenee.Pilkington@springfield.il.us
Date: 2026.06.16 15:27:24 -0500

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Date: _____

Date: _____

Date: 6/16/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-344

AN ORDINANCE AUTHORIZING RFP FD27-11 WITH MEMORIAL BEHAVIORAL HEALTH IN THE AMOUNT OF \$160,212.94 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$160,212.94 FROM THE OPIOID SETTLEMENT RESTRICTED FUND BALANCE FOR PERSONNEL SERVICES ASSOCIATED WITH THE BEACON PROJECT AND BOLT APPARATUS, FOR THE SPRINGFIELD FIRE DEPARTMENT, FOR EMERGENCY PASSAGE

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Fire Department sought proposals for personnel services under proposal RFP FD27-11 in the amount of \$160,212.94.

WHEREAS, the Springfield Fire Department is requesting a supplemental appropriation in the amount of \$160,212.94 using the Opioid Settlement Restricted Fund Balance for cost associated with the Beacon Project and the Bolt Apparatus.

WHEREAS, a copy of RFP FD27-11 shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts and authorizes the proposal agreement under RFP FD27-11 with Memorial Medical Behavioral Health in the amount of \$160,212.94 for personnel services and authorizes a supplemental appropriation in the amount of \$160,212.94 using the Opioid Settlement Restricted Fund Balance for equipment and cost associated with the Beacon Project and the Bolt Apparatus.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
001-108-FIRE-OPIO-2020	\$160,212.94
INTO EXPENDITURE ACCOUNT	AMOUNT
001-108-FIRE-OPIO-1232	\$160,212.94

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 6-29-26
Office of Corporation Counsel / Date



MEMORIAL BEHAVIORAL HEALTH

Springfield Fire Department Mobile Crisis Response Program Proposal

Executive Summary

Mental Health Centers of Central Illinois (MHCCI), doing business as Memorial Behavioral Health (MBH), is an affiliate of Memorial Health and has provided comprehensive behavioral health and rehabilitation services throughout Central Illinois since 1947. Through an Interim Affiliation Agreement established with Memorial Health in 1995, MBH has strengthened its ability to deliver high-quality, community-based behavioral health services. Today, MBH is one of the region's largest behavioral health providers, serving individuals and families across Central Illinois.

MBH operates offices in Springfield, Lincoln, Jacksonville, and Taylorville and serves an eight-county service area that includes Cass, Christian, Logan, Mason, Menard, Morgan, Sangamon, and Scott counties. The organization employs approximately 134 full-time equivalent (FTE) staff, including licensed clinicians, case managers, care coordinators, crisis professionals, employment specialists, residential staff, and administrative personnel who support a comprehensive continuum of behavioral health services.

MBH's mission is to improve lives and build stronger communities through better health. Its vision is to be the health partner of choice, guided by the core values of safety, integrity, quality, and stewardship. These principles drive the organization's commitment to providing accessible, person-centered care and addressing behavioral health needs across urban and rural communities.

MBH offers a broad range of evidence-based behavioral health services, including outpatient therapy, a First Episode Psychosis Program, school-based mental health services, Youth Crisis Stabilization, Mobile Crisis Response, Care Coordination, Case Management, Individual Placement and Support (IPS) employment services, PATH housing support services, adult residential services, Community Conditional Release Program services, and Crisis Residential services. Through multiple service entry points, MBH reduces barriers to care and ensures timely access to treatment and support for individuals experiencing mental health challenges, including those in crisis.

MBH maintains a strong record of regulatory compliance, quality improvement, and service excellence. In November 2025, the organization was successfully recertified by the Illinois Bureau of Accreditation, Licensure, and Certification (BALC) through March 2029. In February 2026, MBH completed a reaccreditation survey with the Commission on Accreditation of Rehabilitation Facilities (CARF), receiving a full three-year award.

MBH is well positioned to successfully implement and expand a co-response program with the Springfield Fire Department because it builds upon an established service model, existing infrastructure, and proven community partnerships. MBH partnered with the Springfield Police Department in January 2023 and has successfully implemented a co-response model that includes mental health professionals alongside law enforcement officers to provide individuals in the community with the support they need, when and where they need it most.

With decades of experience providing behavioral health services, a highly qualified workforce, established clinical and administrative systems, and strong partnerships throughout Central Illinois, MBH has the capacity to expand services efficiently while maintaining high standards of quality and fidelity. The



proposed project represents a strategic expansion of existing successful programs rather than the creation of a new service line, allowing MBH to leverage proven practices, infrastructure, and community relationships to achieve meaningful outcomes.

MBH is also a fiscally responsible organization with extensive experience managing public and private funding sources. The agency operates on an annual budget of approximately \$15 million and maintains a stable financial position through careful stewardship of resources. Funding is supported by a diverse portfolio that includes Medicaid, managed care organizations, private insurance, state and federal grants, United Way, Memorial Health, and contracts with local partners. MBH has extensive expertise in fee-for-service billing, grant administration, compliance, and financial management, ensuring accountability and sustainability in the delivery of behavioral health services.

Scope and Methodology: Detailed approach to co-response, triage, engagement, follow-up.

Memorial Behavioral Health (MBH) has served as the State of Illinois, Department of Human Services-designated Mobile Crisis Response provider for its service region since the inception of Illinois' Mobile Crisis Response program in 2022. For the past four years, MBH has successfully delivered 24/7/365 crisis response services in accordance with state requirements, providing rapid behavioral health intervention, crisis stabilization, risk assessment, safety planning, care coordination, and linkage to community-based services. MBH has again been selected by the State of Illinois to serve as the Mobile Crisis Response provider for Fiscal Year 2027, demonstrating continued confidence in the organization's expertise, performance, and capacity to deliver high-quality crisis services.

MBH has successfully implemented and expanded mobile crisis response services across its eight-county coverage area, as well as a co-response model through its longstanding partnership with the City of Springfield and Springfield Police Department. Utilizing crisis call data and service utilization trends, MBH and public safety leadership collaboratively developed deployment schedules that align with periods of highest behavioral health crisis activity. This data-driven approach has allowed the program to maximize impact while ensuring timely access to crisis intervention services for individuals in need.

When behavioral health-related calls are received through the 911 system, dispatchers may deploy the Co-Response (CORE) Team. The Mobile Crisis Response Team may also request CORE Team involvement when a crisis situation is identified that may require a public safety presence. Upon arrival, the public safety responder's primary role is to ensure the safety of all individuals on scene. This allows the mental health clinician to focus on de-escalation, crisis intervention, assessment of behavioral health needs, safety planning, and linkage to appropriate community-based services and supports. When further evaluation or inpatient psychiatric treatment is necessary, the clinician coordinates the process from initial assessment through admission, providing a warm handoff and ensuring continuity of care throughout the transition.

MBH's established co-response model is well-positioned to support the Springfield Fire Department's BEACON (Bridging Emergency and Community Outreach Network) Project and the BOLT (BEACON Outreach and Lifesaving Treatment) co-response unit. Consistent with the City's vision and the Community Emergency Services and Support Act (CESSA), MBH will provide qualified behavioral health specialists to co-respond alongside Springfield Fire Department EMS personnel to incidents involving substance use disorders, mental health disorders, and behavioral health crises. Through this partnership, behavioral



health clinicians can be integrated into emergency response operations and paired with EMS transport units responding to basic life support (BLS) incidents, providing immediate behavioral health expertise in the field. This integrated approach will ensure timely activation of behavioral health personnel and support the goals of the BEACON Project by connecting individuals in crisis to the most appropriate level of care as early as possible in the emergency response process.

Many emergency calls involving behavioral health concerns, substance use crises, welfare checks, frequent utilizers of emergency services, or non-emergent medical complaints are initially routed through fire and EMS personnel. Embedding a behavioral health clinician within the BOLT co-response model allows for real-time assessment, de-escalation, resource navigation, and diversion from unnecessary emergency department utilization when clinically appropriate. By leveraging MBH's established Mobile Crisis Response and co-response infrastructure, the Springfield Fire Department can expand access to behavioral health expertise in the field, improve outcomes for individuals in crisis, and strengthen coordination between emergency response systems and community-based care.

This integrated approach significantly improves the experience of individuals in crisis by ensuring they feel heard, supported, and connected to appropriate services during what is often a highly stressful and traumatic event. The co-response model allows each professional to operate within their area of expertise, resulting in more effective interventions, improved outcomes, and more efficient use of community resources.

Behavioral health clinicians will respond in real time to eligible behavioral health-related calls, providing crisis assessment, stabilization, suicide risk screening, safety planning, substance use intervention, de-escalation, and trauma-informed support. Clinicians will also offer support to family members and bystanders affected by the crisis and facilitate connections to appropriate behavioral health, substance use treatment, and other community-based services. Through close collaboration with Springfield Fire Department personnel, clinicians will help identify the least restrictive and most clinically appropriate intervention, reducing unnecessary law enforcement involvement, emergency department utilization, and psychiatric hospitalization whenever safe and appropriate.

The program will emphasize community-based intervention by delivering immediate, in-person clinical services during active crisis events. Clinicians will utilize evidence-based de-escalation strategies to stabilize situations in the community whenever possible and conduct comprehensive assessments to determine service needs, risk factors, and appropriate treatment recommendations. When a higher level of care is required, clinicians will coordinate directly with receiving facilities to facilitate timely access to services and ensure a smooth transition of care. Individualized safety plans will be developed to reduce immediate risk, identify coping strategies, and connect individuals with formal and informal supports that promote ongoing stability.

A key component of the program will be care coordination and navigation. Clinicians will provide real-time linkage to outpatient behavioral health treatment, crisis stabilization services, substance use treatment programs, and other community resources. Warm handoffs to service providers will be utilized whenever possible to increase engagement and reduce barriers to care. Individuals served through the program will

also receive follow-up outreach at 24, 48, and 72 hours following the initial crisis response to assess ongoing needs, reinforce safety planning, and support successful connection to recommended services.

Recognizing that many behavioral health crises are influenced by unmet social needs, the program will provide short-term post-crisis follow-up and care coordination aimed at promoting long-term stabilization and reducing repeat crisis utilization. Clinicians will work collaboratively with community partners to address social determinants of health, including housing instability, food insecurity, transportation barriers, and other factors that contribute to recurring emergency service use. Through this comprehensive continuum of crisis response, stabilization, care coordination, and follow-up support, the Mobile Crisis Co-Response Program will improve outcomes for individuals in crisis while strengthening community-based alternatives to higher-cost emergency and institutional care.

Staffing Plan: Resumes for key personnel; coverage schedule; training plan

Memorial Behavioral Health (MBH) will dedicate one (1.0) full-time equivalent Crisis Specialist to fill the Behavioral Health Specialist (BHS) role which will support the Springfield Fire Department Behavioral Health Outreach and Liaison Team (BOLT) program. The assigned clinician will be an experienced behavioral health professional who meets all applicable qualification requirements outlined in the RFP and Illinois regulations. Candidates will possess a Bachelor's or Master's degree in Social Work, Psychology, Counseling or closely related human service field from an accredited university or minimally meet the "Mental Health Professional" designation as determined by the Department of Human Services. Candidates may also hold licensure as a Licensed Clinical Social Worker (LCSW), Licensed Clinical Professional Counselor (LCPC), or equivalent behavioral health credential, and/or have substance use disorder expertise, including Certified Alcohol and Drug Counselor (CADC) certification. All staff assigned to the program will have a minimum of two years of crisis response experience, with preference given to individuals who have experience working in mobile crisis, emergency services, co-response, EMS, fire service, or community behavioral health settings.

MBH will complete and maintain all required background checks, drug screenings, driving record reviews, credential verification, and personnel compliance requirements prior to assignment. MBH will provide reliable and safe transportation for Behavioral Health Specialists (BHS) participating in the co-response program, ensuring their ability to respond alongside Springfield Fire Department (SFD) Rescue companies throughout the City of Springfield. MBH maintains the necessary liability coverage, vehicle insurance, and organizational risk management protocols to support field-based crisis response services.

To meet the RFP's minimum coverage expectations, MBH will provide a minimum of 40 hours per week of dedicated BHS coverage. Initial scheduling will prioritize coverage during periods historically associated with increased behavioral health-related emergency calls, with a preferred schedule of four 10-hour shifts per week, generally aligned with the hours of 12:00 p.m. to 10:00 p.m., Monday through Thursday or Tuesday through Friday. MBH recognizes that crisis response demand may fluctuate based on community needs and seasonal trends. Therefore, staffing schedules may incorporate adjusted start times, or alternative evidence-based scheduling models informed by call volume data and ongoing collaboration with Springfield Fire Department leadership. The assigned BHS will remain available for real-time deployment when BOLT responses are initiated and will strive to meet response performance expectations, including becoming en route within five minutes of dispatch notification and arriving on scene within fifteen minutes whenever operationally feasible.



MBH will maintain a contingency coverage structure to ensure continuity of services during periods of planned leave, illness, training, or other staffing disruptions. Backup coverage will be provided through qualified members of MBH's existing 24/7/365 Mobile Crisis Response team who possess the necessary training, credentials, and crisis response experience. Support for BOLT calls will be requested as needed by contacting the MCR line at (217) 788-7070, and the MCR team will co-respond with the BOLT team as quickly as possible based on availability. These clinicians will be cross-trained on Springfield Fire Department response protocols, BOLT procedures, documentation requirements, and community resource networks to ensure seamless service delivery. MBH maintains 24 hours per day, 7 days per week, 365 days per year access to Qualified Mental Health Professionals (QMHPs) who can provide consultation, support, and emergency backup response as needed. Staffing levels and scheduling assignments may be adjusted based on clinician availability, program demand, and the operational needs of the broader Mobile Crisis Response program to ensure responsive and effective service delivery.

Clinical oversight and supervision will be provided by MBH Licensed Practitioners of the Healing Arts (LPHA) and Qualified Mental Health Professionals (QMHP) who will be responsible for ongoing supervision, case consultation, quality assurance, and clinical guidance. The assigned BHS will participate in regular supervision sessions, case reviews, and multidisciplinary discussions to ensure adherence to best practices, program goals, and all applicable state and federal requirements. Program operations will remain fully compliant with agency policies, Illinois Department of Human Services requirements, CESSA implementation standards, confidentiality regulations, and all other relevant legislative and regulatory requirements.

MBH is committed to providing comprehensive onboarding and ongoing professional development to ensure staff are fully prepared to operate effectively within a fire service co-response environment. Prior to deployment, the assigned BHS will receive orientation to Springfield Fire Department operations, incident command structure, dispatch and communication procedures, safety protocols, field response expectations, and interagency collaboration practices. The clinician will also receive training on local emergency response resources, referral pathways, and community-based service networks.

In addition to orientation training, the assigned BHS will complete annual training in crisis intervention, trauma-informed care, behavioral health de-escalation techniques, suicide risk assessment and safety planning, and evidence-based crisis stabilization practices. Training will also include substance use disorder assessment and intervention, motivational interviewing, cultural humility, responder safety, documentation standards, and updates related to CESSA and other relevant state initiatives. Whenever possible, MBH will collaborate with Springfield Fire Department personnel to participate in joint training exercises, case reviews, and cross-disciplinary learning opportunities that strengthen team coordination and improve outcomes for individuals experiencing behavioral health crises.

This staffing and training model leverages MBH's established mobile crisis infrastructure and clinical expertise while providing the flexibility necessary to respond to changing community needs, maintain service continuity, and support the successful implementation of the BOLT program.

Operational Plan: Dispatch integration, scene protocols, safety procedures, transport coordination (non-transport role for BHS).

Memorial Behavioral Health (MBH) will implement the BEACON Outreach and Lifesaving Treatment (BOLT) program through a collaborative operational model that integrates behavioral health expertise into Springfield Fire Department's emergency response system. The program is designed to provide timely, community-based behavioral health intervention while supporting fire and EMS personnel in addressing behavioral health-related emergencies safely, effectively, and with the least restrictive level of care appropriate to the individual's needs.

Dispatch Integration

The assigned Behavioral Health Specialist (BHS) will operate in coordination with Springfield Fire Department dispatch procedures and established response protocols. During designated coverage hours, the BHS will remain available for real-time deployment to eligible behavioral health-related incidents identified through dispatch screening criteria or requested by responding Springfield Fire Department personnel. MBH will work closely with Springfield Fire Department leadership and emergency communications personnel to establish clear dispatch guidelines, response criteria, communication procedures, and documentation workflows.

The BHS will maintain readiness to respond immediately upon notification and will strive to meet the program's operational benchmarks of becoming en route within five minutes of dispatch and arriving on scene within fifteen minutes whenever operationally feasible. Response activity, disposition outcomes, and follow-up interventions will be documented in MBH's electronic health record (EHR) and incorporated into ongoing program evaluation and performance monitoring efforts.

As call volume data become available, MBH and Springfield Fire Department will jointly review utilization patterns and adjust deployment strategies, scheduling, and response protocols as needed to maximize program effectiveness and ensure resources are aligned with community demand.

Scene Response and Operational Roles

The BOLT program is structured to complement, rather than replace, the responsibilities of Springfield Fire Department personnel. Upon arrival at an incident, Springfield Fire Department responders will maintain primary responsibility for scene management, emergency medical assessment, and responder safety. The Behavioral Health Specialist will serve as the subject matter expert for behavioral health assessment, crisis intervention, de-escalation, suicide risk screening, safety planning, and service coordination.

Once the scene has been determined to be safe for engagement, the BHS will conduct an assessment of the individual's behavioral health needs, identify immediate risks, evaluate available supports, and determine appropriate intervention strategies. The clinician will provide trauma-informed crisis stabilization services and work collaboratively with responders, the individual, family members, and other involved parties to develop a plan that promotes safety and addresses the underlying causes of the crisis.

The BHS will also assist in identifying alternatives to unnecessary emergency department utilization, hospitalization, or law enforcement involvement when clinically appropriate and consistent with public safety considerations. Through evidence-based de-escalation and community-based intervention strategies, the program seeks to stabilize individuals in the least restrictive setting possible while maintaining the safety of all involved.

Safety Procedures

Safety is a foundational component of the BOLT operational model. The Behavioral Health Specialist will operate under Springfield Fire Department scene safety procedures and will not enter a scene until it has been deemed safe by responding personnel. Situations involving active violence, weapons, significant safety threats, criminal activity, or other high-risk circumstances will remain under the direction of the appropriate emergency response agency. Reports of historical violence is documented in MBH's electronic health record and can be reviewed prior to presenting on scene.

MBH clinicians assigned to the program will receive orientation to Springfield Fire Department operational procedures, radio communications, incident command principles, scene safety expectations, and emergency response protocols prior to deployment. Ongoing training will include crisis intervention, trauma-informed care, behavioral health de-escalation, suicide risk assessment, substance use crisis response, responder safety, and other topics deemed necessary for effective operation within a fire and EMS environment.

Clinical staff will have access to routine supervision from an MBH Licensed Practitioner of the Healing Arts (LPHA) and 24/7/365 consultation from Qualified Mental Health Professionals (QMHPs) to support clinical decision-making and ensure adherence to best practices and program standards.

Additionally, all BTS clinicians are issued a personal safety device upon hire with MBH. The POM Safe system is designed to enhance field-based safety by enabling staff to rapidly and discreetly alert emergency services during a safety concern. In addition to emergency alerting, the system provides an auto-generated phone call feature that allows clinicians to create a supported exit from potentially unsafe or uncomfortable situations. This added layer of protection helps staff disengage from encounters while maintaining personal safety and professional boundaries. The platform also includes supervisor notification capabilities, allowing leadership to view a clinician's location when an alert is activated, thereby supporting rapid response, coordination, and staff well-being during fieldwork activities.

Transport Coordination and Care Transitions

The Behavioral Health Specialist will function in a non-transport role and will not provide medical transportation services. Springfield Fire Department EMS personnel will retain responsibility for determining medical transport needs and facilitating transportation when indicated.

When a higher level of behavioral health care is required, the BHS will coordinate closely with EMS personnel, receiving facilities, crisis stabilization programs, hospitals, and community providers to facilitate appropriate placement and continuity of care. The clinician will assist with behavioral health assessments,

communication of clinical findings, referral coordination, safety planning, and warm handoffs to receiving providers whenever possible.

For individuals who can be safely served in the community, the BHS will facilitate direct connections to outpatient behavioral health services, substance use treatment programs, crisis stabilization services, primary care providers, and other community resources. Individualized safety plans will be developed to address immediate risks and identify supports, coping strategies, and follow-up recommendations.

Following the initial response, the BHS will conduct follow-up outreach at 24, 48, and 72 hours, to assess ongoing needs, reinforce safety planning, support engagement with recommended services, and reduce the likelihood of repeat crisis utilization. Additional care coordination activities may include collaboration with housing providers, healthcare organizations, social service agencies, schools, recovery support organizations, and other community partners that address social determinants of health contributing to recurring crises.

Through this integrated operational model, MBH and Springfield Fire Department will provide a coordinated, clinically informed response that improves access to behavioral health care, strengthens community-based crisis intervention, enhances responder effectiveness, and promotes safer, more appropriate outcomes for individuals experiencing behavioral health emergencies.

Technology and Data Plan (Including ESO Technology): ESO integration, reporting formats, security

Memorial Behavioral Health (MBH) maintains a comprehensive technology, data management, and quality improvement infrastructure that will support the successful implementation, monitoring, and evaluation of the BEACON Outreach and Lifesaving Treatment (BOLT) program in partnership with the Springfield Fire Department (SFD). MBH has extensive experience collecting, managing, analyzing, and reporting programmatic and financial data across multiple state and federally funded initiatives and is well positioned to meet all reporting, performance measurement, and data-sharing requirements associated with the BOLT program.

MBH utilizes the EchoVantage electronic health record (EHR) system to document client encounters, service delivery activities, assessments, referrals, follow-up contacts, and clinical outcomes. EchoVantage provides secure, timely, and auditable documentation and reporting capabilities that support both operational management and program evaluation. All BOLT-related clinical services provided by MBH staff will be documented within EchoVantage in accordance with organizational policies, state regulations, and applicable privacy requirements.

MBH understands that Springfield Fire Department utilizes ESO as its Health Management Information System (HMIS) and will provide access to SFD electronic health records associated with calls receiving a BOLT response. MBH will work collaboratively with SFD leadership, administration, and information technology personnel to establish efficient workflows for data collection, documentation, information sharing, and performance reporting. This collaboration will ensure that behavioral health response data can be coordinated with operational and EMS response information while maintaining compliance with all applicable confidentiality, privacy, and security requirements.

As part of the BOLT program, MBH will collect and report statistical information related to all behavioral health co-response encounters. Data elements may include demographic information, presenting concerns, available behavioral health and medical history, assessment findings, diagnoses when applicable, services provided, referrals made, disposition outcomes, follow-up activities, and engagement with recommended services. MBH will also analyze aggregate trend data to assist SFD in identifying service utilization patterns, peak demand periods, repeat utilizers, service gaps, and opportunities to optimize dispatch protocols and resource allocation.

MBH is prepared to provide the reporting cadence outlined by SFD. Monthly reports will include response volume, response times, on-scene activities, disposition outcomes, repeat caller data, and barriers encountered during service delivery. Quarterly performance dashboards will include outcome measures such as successful linkages to services, engagement rates at seven and thirty days following contact, equity indicators examining access to services across demographic groups, and any identified safety events or operational concerns. An annual program summary will be prepared to support BEACON Project reporting requirements and City Council updates and will include trend analyses, outcome summaries, recommendations for program enhancements, and opportunities for system improvement.

MBH's established Quality Improvement System will provide ongoing oversight of program performance through routine data monitoring, trend analysis, and outcome measurement. Data collected through the BOLT program will be reviewed regularly by clinical supervisors, program leadership, quality improvement staff, and administrative leadership to assess program effectiveness, monitor response performance, identify service gaps, and guide continuous quality improvement efforts. Internal dashboards and standardized reporting tools will support timely access to meaningful performance data and facilitate data-driven decision-making.

The organization's Administrative Operations, Compliance, and Quality Improvement departments provide additional oversight through routine chart audits, documentation reviews, service verification processes, and data validation activities. These established quality assurance procedures ensure the accuracy, completeness, and consistency of all reported data elements. Client satisfaction feedback, stakeholder input, service utilization patterns, and community partner feedback will also be incorporated into ongoing program evaluation efforts to provide both quantitative and qualitative measures of program success.

MBH is committed to maintaining secure and appropriate information-sharing practices. If vendor HMIS access is required to support coordinated service delivery, MBH will work with SFD to establish secure access protocols for designated Springfield Fire Department rescue personnel and administrative staff, consistent with applicable privacy laws, organizational policies, and data-sharing agreements. All data exchange processes will be governed by formal policies and procedures that define authorized access, permissible use, documentation standards, retention requirements, and security safeguards.

MBH is prepared to execute a contract which outlines any required data-sharing agreements with the Springfield Fire Department to support the secure exchange of protected information. The organization utilizes encryption for electronic data, role-based access controls, audit trail monitoring, and other administrative, technical, and physical safeguards designed to protect sensitive information. MBH will also support records management and public records processes consistent with Illinois Freedom of

Information Act (FOIA) requirements to the extent that is allowed by MBH regulatory bodies, applicable laws, contracts, and agency policies, while ensuring that protected health information and other confidential records remain appropriately safeguarded from unauthorized disclosure. Mental health records are strictly protected from disclosure under the **Illinois Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA)**. This statute operates independently of FOIA and dictates that all records and communications related to mental health services are confidential. Under Section 7 of the Illinois FOIA (5 ILCS 140/7), records that are specifically prohibited from disclosure by federal or state law are exempt from public release. In addition, MBH complies with all applicable federal, state, and local nondiscrimination and accessibility requirements, and will ensure equitable access to services for all individuals served through the BOLT program.

Data security and confidentiality are fundamental components of MBH's technology infrastructure. All client information is maintained within secure electronic systems utilizing role-based access controls, password protection, encrypted data transmission, audit tracking, and other safeguards designed to protect sensitive information. MBH maintains policies and procedures that ensure compliance with HIPAA, applicable Illinois confidentiality laws, and all organizational privacy and security standards. Staff assigned to the BOLT program receive ongoing training regarding confidentiality requirements, secure documentation practices, information sharing protocols, and cybersecurity expectations.

MBH also maintains a strong organizational capacity to support reporting and evaluation activities. A dedicated Grant Coordinator oversees grant-related reporting requirements, data collection timelines, and compliance monitoring. This role is supported by finance leadership, quality improvement personnel, program managers, and clinical supervisors who collectively ensure accurate, timely, and validated reporting. Established workflows for data extraction, review, quality assurance, and approval are already embedded within organizational operations, allowing MBH to consistently meet monthly, quarterly, annual, and ad hoc reporting requirements.

Through this integrated technology and data management approach, MBH will provide Springfield Fire Department with reliable operational and outcome data, secure information-sharing processes, meaningful performance measurement, and actionable recommendations that support program evaluation and continuous improvement. The combination of MBH's established clinical documentation infrastructure and SFD's ESO platform will create a strong foundation for accountability, transparency, and data-driven decision-making while ensuring the highest standards of confidentiality and information security.

Community Partnerships (Existing or proposed): Letters/MOUs and referral pathways

Memorial Behavioral Health (MBH) recognizes that effective crisis intervention extends beyond the immediate emergency response and requires strong partnerships across healthcare, behavioral health, public safety, and social service systems. The success of the proposed BEACON Outreach and Lifesaving Treatment (BOLT) partnership with the Springfield Fire Department will be supported by MBH's extensive network of community relationships and established referral pathways designed to connect individuals in crisis with ongoing services and supports that address both behavioral health needs and the social determinants of health.

MBH has a long history of collaboration with healthcare providers, emergency responders, behavioral health organizations, educational institutions, social service agencies, and community-based organizations throughout Central Illinois. These partnerships create a comprehensive continuum of care that allows individuals encountered through the BOLT program to access appropriate follow-up services, reducing repeat crisis utilization and improving long-term stability and recovery outcomes.

As part of the proposed program, MBH will establish and/or maintain formal partnership agreements, memoranda of understanding (MOUs), and letters of support, as appropriate, with the Springfield Fire Department and other key stakeholders involved in crisis response and care coordination. These agreements will outline referral processes, communication protocols, information-sharing practices consistent with applicable privacy regulations, and collaborative responsibilities to ensure seamless service delivery and continuity of care.

MBH leadership actively participates in numerous local and regional committees, coalitions, and planning councils that bring together representatives from behavioral health, healthcare, emergency medical services, law enforcement, emergency communications centers, education systems, and community organizations. These collaborative forums provide ongoing opportunities to identify service gaps, coordinate resources, strengthen referral networks, and improve crisis response systems. Through these established relationships, MBH is well-positioned to integrate the BOLT program into existing community response frameworks and ensure efficient coordination among providers and stakeholders.

Referral pathways for the BOLT program will include direct linkage to outpatient behavioral health treatment, psychiatric services, crisis stabilization programs, substance use disorder treatment and recovery services, primary care providers, hospital-based services, and community support programs. When individuals require a higher level of care, MBH clinicians will coordinate directly with receiving facilities to facilitate timely access and ensure smooth transitions between levels of service. Warm handoffs will be utilized whenever possible to increase engagement and reduce barriers to accessing recommended care.

Recognizing that many behavioral health crises are influenced by unmet social needs, MBH will also maintain referral pathways to organizations that address housing instability, food insecurity, transportation barriers, employment needs, educational supports, and other social determinants of health. Through these partnerships, individuals served by the BOLT program will have access not only to crisis intervention services but also to the resources necessary to support long-term recovery and community stability.

The implementation of Illinois' Community Emergency Services and Support Act (CESSA) further strengthens opportunities for collaboration and community engagement. MBH's Senior Director serves as the CESSA Co-chair for Regional Advisory Committee #3, thus actively participates in regional CESSA planning efforts and Sub-Regional Committee meetings, which include representatives from emergency communications centers, healthcare systems, behavioral health providers, law enforcement agencies, fire and EMS departments, and community organizations. These established collaborative structures provide an effective mechanism for educating stakeholders about the BOLT program, strengthening referral

pathways, coordinating crisis response activities, and ensuring awareness of available services throughout the community.

Community outreach and education will serve as additional components of partnership development and program sustainability. MBH will work with Springfield Fire Department and community partners to promote awareness of the BOLT program through educational presentations, stakeholder meetings, community events, healthcare providers, schools, social service agencies, and other high-impact community settings. Information regarding available crisis services and referral options will also be disseminated through digital communications, social media platforms, organizational websites, electronic newsletters, and local media outlets as appropriate.

Through these formal and informal partnerships, established referral pathways, and ongoing community engagement efforts, MBH will ensure that individuals served through the Springfield Fire Department BOLT program have timely access to a coordinated network of behavioral health, healthcare, and community-based services. This integrated approach will support crisis stabilization, reduce unnecessary emergency service utilization, strengthen continuity of care, and improve outcomes for individuals experiencing behavioral health crises.

Attachments:

- **Attachment A – Cost Proposal**
- **Community Mental Health Center Certificate**
- **CARF Accreditation Letter**
- **Secretary of State – Certificate of Good Standing**
- **General & Professional Liability Insurance**
- **Automobile Liability Insurance**
- **Property liability Insurance**
- **Worker’s Compensation Insurance**
- **Emergency Procedure Manual - Community**
- **Letter of Support - Gateway**
- **Personnel Records – Andrew Bridges**
 - **Resume**
 - **Background Checks**
 - **Trainings & Certifications**

Attachment A — Cost Proposal

Section	Cost Category	Description	Amount (\$)
Personnel	BHS Salary (1.0 FTE)	Annual salary for specialist	\$72,987.20
Personnel	Fringe Benefits	Benefits & payroll taxes	\$19,706.55
Personnel	Back-Up Coverage	Additional staffing cover	
Personnel	Training	Initial & annual training	
Admin/Overhead	Admin Costs	Program management	\$16,510.00
Admin/Overhead	Overhead	Indirect operating costs	\$36,016.86
Technology	Devices/Licenses	Hardware/software	\$2,219.00
Technology	HMIS/EHR Integration	ESO configuration	\$720.00
Technology	Data Security	Security & compliance	
Transportation	Vehicle Lease/Purchase	Vendor vehicle	\$8,333.33
Transportation	Fuel/Maintenance	Operational costs	\$2,400.00
Transportation	Vehicle Insurance	Required coverage	\$600.00
Insurance	Insurance Costs	General/professional/etc.	\$720.00
Compliance	Compliance Costs	Certifications, audits	
Optional	Enhancement 1	Additional service 1	
Optional	Enhancement 2	Additional service 2	
Total	TOTAL LUMP SUM	Total base year cost	\$160,212.94
Total	Renewal Year Pricing	Optional renewal cost	

CERTIFICATION:

Authorized Representative:

Laura Rapaport

Title:

Director, Accounting

Signature:

Laura Rapaport

Date:

June 18, 2026

2026-345

Memorial Behavioral Health
Springfield Fire Department RFP June 2026
Cost Proposal Detail

Category	Description	Quantity	Type	Rate	Total Amount
PERSONNEL					
Annual Salary for Specialist	Crisis Specialist I	2,080	Hours	\$ 35.09	\$ 72,987.20
Fringe Benefits	FICA	7.65%	% of Salaries	\$ 72,987.20	\$ 5,583.52
Fringe Benefits	Health & Dental Insurance	13.00%	% of Salaries	\$ 72,987.20	\$ 9,488.34
Fringe Benefits	Retirement Contributions	5.00%	% of Salaries	\$ 72,987.20	\$ 3,649.36
Fringe Benefits	Other Insurances	1.35%	% of Salaries	\$ 72,987.20	\$ 985.33
PERSONNEL TOTAL					<u>\$ 92,693.75</u>
ADMIN/OVERHEAD					
Program Management	Manager, Behavioral Health Salaries	104	Hours	\$ 47.00	\$ 4,888.00
Program Management	Supervisor, Behavioral Health Salaries	208	Hours	\$ 39.00	\$ 8,112.00
Program Management	Fringe Benefits	27%	% of Salaries	\$ 13,000.00	\$ 3,510.00
ADMIN/OVERHEAD TOTAL					<u>\$ 16,510.00</u>
TECHNOLOGY					
Hardware/Software	Laptop	1	Item	\$ 1,250.00	\$ 1,250.00
Hardware/Software	Monitor	1	Item	\$ 209.00	\$ 209.00
Hardware/Software	Docking Station	1	Item	\$ 70.00	\$ 70.00
Hardware/Software	Mouse & Keyboard	1	Item	\$ 54.00	\$ 54.00
Hardware/Software	Cell Phone	12	Months	\$ 53.00	\$ 636.00
HMIS/EHR Integration	Clinical Software	12	Months	\$ 60.00	\$ 720.00
TECHNOLOGY TOTAL					<u>\$ 2,939.00</u>
TRANSPORTATION					
Vendor Vehicle	Company Vehicle Depreciated Over 3 Years	12	Months	\$ 694.44	\$ 8,333.33
Fuel/Maintenance	Fuel & Vehicle Operating Costs	12	Months	\$ 200.00	\$ 2,400.00
Vehicle Insurance	Required Coverage	12	Months	\$ 50.00	\$ 600.00
TRANSPORTATION TOTAL					<u>\$ 11,333.33</u>
INSURANCE					
Insurance Costs	Professional Liability Insurance	12	Months	\$ 60.00	\$ 720.00
INSURANCE TOTAL					<u>\$ 720.00</u>
ADMIN/OVERHEAD					
Indirect Operating Costs	Indirect Costs at 29% of Total Direct Costs	29%	% of Direct Costs	\$ 124,196.08	\$ 36,016.86
ADMIN/OVERHEAD TOTAL					<u>\$ 36,016.86</u>
TOTAL BASE YEAR COST					<u><u>\$ 160,212.94</u></u>

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire DepartmentCONTACT PERSON: Alivia CarriganPHONE NUMBER: 217-788-8474EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

Following RFP process, authorization of this agreement is needed to ensure Memorial Behavioral Health is prepared to begin offering services as closely to the start time of the BOLT responses for the Springfield Fire Department.

FISCAL IMPACT: \$160,212.94

SUGGESTED TITLE: An Ordinance authorizing the agreement RFP FD27-11 with Memorial Behavioral Health in an amount of \$160,212.94 and authorizing a supplemental appropriation in the amount of \$160,212 from OPIOD Settlement restricted fund balance for personnel services associated with the BEACON Project and BOLT response for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: Memorial Behavioral HealthVENDOR NO: OMEN6000CONTRACT TERM: 1-YearChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$160,212.94

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☒ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (If more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	OPIO	2020	\$160,212.94
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	OPIO	1232	\$160,212.94
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Attached are the Memorial Behavioral Health Program Proposal and Cost Proposal.

STAFF ANALYSIS

Ordinance authorizing supplemental appropriation from the Opioid Settlement Restricted fund 001-108-FIRE-OPIO-2020 in an amount of \$160,212.94 for personnel services provided by Memorial Behavioral Health (MBH) associated with BEACON Project and the BOLT apparatuses. Use of these funds will be specific to the BEACON Project and will report quarterly through the OPIOD Settlement system for compliance.

FUNDS CHECK BY: Courtney HiegelDate: 06-25-2026DIRECTOR / SUPERVISOR: [Signature]Date: 6-25-26CITY PURCHASING AGENT: [Signature]Date: 6/25/26SIGN OFF: [Signature]

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-345