

AN ORDINANCE ACCEPTING PROPOSAL NO. 25-10 WITH LANDIS+GYR FOR CWLP ADVANCED METERING INFRASTRUCTURE (AMI) COMMUNICATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$12,799,831.51 FOR A FIFTEEN-YEAR PERIOD, 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, this Ordinance approves and authorizes execution of Proposal No. UE25-10 with Landis+Gyr in an amount not to exceed \$12,799,831.51 for CWLP Advanced Metering Infrastructure (AMI) Communication System; and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois; and

WHEREAS, Landis+Gyr submitted a proposal meeting all requirements and being the best overall value; and

WHEREAS, the proposal documents with Landis+Gyr are on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-10; and

WHEREAS, Ordinance 499-12-25 approved contract with Landis+Gyr. Landis+Gyr requested a revision to the contract that would have no fiscal impact on the previous contract; and

WHEREAS, due to ongoing negotiations on products and services, it was determined that three separate contracts are in the best interest of the City to effectuate the Terms and Conditions for the Request for Proposal.

WHEREAS, it is in the best interests of the City of Springfield to approve these three separate ordinances through three separate contacts.

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 Proposal No. 25-10 with Landis+Gyr for CWLP Advanced Metering Infrastructure (AMI) Communications Systems in an amount not to exceed Twelve Million Seven Hundred Ninety-Nine Thousand Eight Hundred Thirty-one Dollars and Fifty-one Cents (\$12,799,831.51)

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

Section 3: The payment by the City of Springfield Office of Budget and Management to Landis+Gyr in the amount not to exceed Twelve Million Seven Hundred Ninety-Nine

Thousand Eight Hundred Thirty-one Dollars and Fifty-one Cents (\$12,799,831.51) from Account No. 102-100-CB-3622-2310 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:

 7-15-26

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Landis+ GYR Technologies INC

CONTRACT AMOUNT: \$12,799,831.50

TYPE OF AWARD: RFP

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord. 499-12-25; Landis+Gyr; \$14,149,125,11; 3 years

INFORMATION:

An Ordinance accepting proposal No. UE25-10 and authorizes execution of the Master Service, License and Services agreement (MPLSA) with Landis+Gyr Technology Inc, in the amount not to exceed \$12,799,831.51 over an initial thirty-six (36) month period for the Advanced Metering Infrastructure (AMI) Project. The MPLSA covers the equipment, licensing, and project delivery components of the AMI deployment, including AMI meters, network equipment, distribution automation equipment, RF tools, firmware/software licenses, training, project delivery services, and one annual performance bond payment. The total includes \$12,617,575.70 for base MPLSA equipment, licensing, and services, plus one Performance Bond Annual Payment of \$182,255.81.

The Office of Public Utilities sought proposals for a modern AMI communications system to replace aging metering technology, improved billing accuracy, enhance outage management, support distribution automation, and create a scalable foundation of water AMI or other smart-city applications. Eight proposals were received and evaluated using a weighted rubric based on technical capability, network coverage, vendor qualifications, project methodology, price, and long-term value. The proposals were then narrowed to a shortlist for detailed technical review, reference checks, and pricing validation. Following the evaluated process, the CWLP AMI Evaluation Committee determined Landis+Gyr to be the highest-scoring and best overall proposal.

Landis+Gyr most closely meets CWLP's operation, technical, and long-term modernization requirements. Approval of this ordinance will allow CWLP to execute the MPLSA and proceed with the equipment, licensing, performance bond, and project delivery components of the AMI deployment. The MPLSA includes pricing adjustment provisions as set forth in the agreement. Any price adjustments, additional purchases, optional items, etc. shall be subject to available appropriation and any required City of Springfield approvals. The SaaS agreement and Support Agreement are being submitted as separate, complementary ordinance requests.

This ordinance replaces Ordinance 499-12-25 passed on December 16, 2026.

Evaluation Results

Evaluation Criteria	Weight	Anixter/Wesco	Landis+Gyr
AMI Solution Compatibility	40%	7.9	8.6
Network Coverage Plans	15%	7.6	8
Qualifications/Experience of Firm and Project Team	10%	8.5	8.8
Project Methodology	5%	6.5	8.3
Price/Value	30%	6.5	8.3
Weighted Score		7.4	8.43

Landis+Gyr ranked first in all categories and received the highest overall weighted score.

Key Evaluation Findings

- Network Architecture: Both Landis+Gyr and Wesco propose RF Mesh IP designs that meet CWLP's electric coverage and interoperability needs and leverage CWLP fiber for backhaul, ensuring reliable performance and reduced cellular dependence for electric-only operations.
- Distribution Automation & Scalability: Landis+Gyr integrates DA on the same Mesh IP network via an IoT Gateway with QoS prioritization and no added bridges for the current use cases. Wesco supports DA as well via remote and master bridges, which increases the number of components to manage as the system expands.
- Integration & Software: Landis+Gyr includes MultiSpeak/CIM standards integrations with CIS, Trimble OMS, and SCADA in scope; Wesco includes CIS integration, but OMS/SCADA are available as optional add-ons.
- Resiliency & Data: Landis+Gyr's system features greater than a 90% gateway and path redundancy, 15-hour battery backup, and approximately 90 day default data retention. Wesco's system provides comparable redundancy for electric, but with a base retention of approximately 45 days with options for longer storage.

- **Warranty Coverage:** Landis+Gyr's proposal includes an extended warranty for electric endpoints totaling 6 years, meeting CWLP's requested duration. Wesco's proposal includes only 5 years of extended warranty for electric endpoints.
- **Lifecycle Value:** Landis+Gyr offered a strong overall lifecycle value based on the combination of technical capability, warranty coverage, integration scope, system scalability, support approach, and long-term recurring cost structure. While other proposals were competitive, Landis+Gyr provided the best overall balance of technical performance, operational reliability, and long-term value for CWLP's AMI modernization needs.
- **Support History:** CWLP has experienced prior support and responsiveness issues with Itron, represented by Wesco. Reference interviews for Wesco also found the support after the completion of implementation to be mediocre. Landis+Gyr has received higher ratings from our reference interviews. With the transition to AMI, a superior technical support system will be required to achieve a higher level of service to our customers.

Final Recommendation

CWLP recommends awarding RFP UE25-10 to Landis+Gyr for the electric AMI deployment, with the ability to integrate water endpoints and additional IoT applications as budgets allow.

This selection provides CWLP with the highest technical value, lowest operational risk, and most reliable long-term partnership for CWLP's AMI modernization strategy.

MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT

THIS MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT is effective as of the last signature date below (“**Effective Date**”) and is between City of Springfield doing business as City Water, Light & Power, an Illinois municipality (“**Customer**”) with principal offices located at 800 E Monroe St, Springfield, IL 62757, and **LANDIS+GYR TECHNOLOGY, INC** a Delaware corporation (“**Landis+Gyr**”) with principal place of business at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022.

WHEREAS, Customer desires to engage Landis+Gyr to perform Services and to provide Products to Customer for the provision of an AMI solution as referenced in this Agreement for Customer’s deployment and implementation of the Advanced Metering Infrastructure (AMI) system.

WHEREAS, Landis+Gyr will supply to Customer the Products and perform the Services as set forth herein and as described in the attached Exhibit(s) to this Agreement;

WHEREAS, the parties acknowledge that a separate Support Agreement will be entered into to govern the provision of support services related to the System.

WHEREAS, the parties acknowledge that a separate SaaS Agreement will be entered into to govern the provision of software-as-a-services related to the System.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Definitions

The terms listed below are defined as follows:

- 1.1 “**Agreement**” means this Master Purchase, License and Services Agreement, including all exhibits and Statements of Work, which is by and between Customer and Landis+Gyr. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document shall be enforced in the following order of descending priority: (i) any amendment to this Agreement; (ii) the body of this Agreement; and (iii) any other document included as an Agreement document.
- 1.2 “**Customer Data**” means (i) any and all information related to the Customer’s customers, end user or consumers relating to electricity and/or natural gas, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying such services to that customer or group of customers (“**Personal Information**”) (regardless of the media in which it is contained) that may be disclosed to or accessed by Landis+Gyr at any time or to the Field Tools by Customer or its employees, agents, consultants, contractors, suppliers or customers in connection with Landis+Gyr’s performance of the Services; (ii) any and all Personal Information created, obtained, used or accessed by Landis+Gyr (or the Field Tools) in its performance of the Services, or derived from such information or materials; and (iii) all data and information of Customer, its employees or customers.
- 1.3 “**Deployed**” means Equipment, as applicable, that has been commissioned in the field and properly installed by the installation contractor, or Customer, and signed off by Customer as ready for use.

- 1.4 **“Documentation”** means any and all manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.
- 1.5 **“Endpoint”** means a sensory-type device, e.g., electric meter, DA device, etc., that is equipped with an AMI communication module.
- 1.6 **“Equipment”** means Network Equipment, Endpoints, and/or hardware that Customer purchases from Landis+Gyr.
- 1.7 **“Event of Bankruptcy”** means any of the following events or circumstances with respect to a party:
- (a) That party makes a general assignment for the benefit of creditors;
 - (b) That party institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it;
 - (c) That party is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent;
 - (d) That party seeks reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or
 - (e) That party has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party’s property or providing for the liquidation of such party’s property or business affairs.
- 1.8 **“Field Tools”** means the Landis+Gyr proprietary field tools provided by Landis+Gyr hereunder, or which are obtained by Customer under this Agreement including TechStudio for RF or its successors or replacements.
- 1.9 **“Firmware”** means software embedded in and provided with the Equipment, excluding any additional or optional software that may be integrated with Equipment, such as edge applications which may reside on the Equipment.
- 1.10 **“Network Equipment”** means the Network Gateways, Routers, and radios that are or will be under this Master Agreement physically deployed in the Customer service territory. The term does not include the system backhaul, the network operations center, any system equipment that is not located in the Customer service territory, Meters, or any aspect or component of the system components that is not used by Customer.
- 1.11 **“Network Gateway”** means the Landis+Gyr two-way radio base station that transmits data between the Meters, Routers, and the data center.
- 1.12 **“Meter”** means a device that measures the supply of electricity, or gas, provided by Customer to Customer’s consumer.
- 1.13 **“Person”** means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

- 1.14 **“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.15 **“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.16 **“Products”** means Equipment, Firmware, Software, and/or any other items purchased or licensed from Landis+Gyr under this Agreement.
- 1.17 **“Purchase Order”** means a Customer order, including, without limitation, a purchase order offered by Customer, to purchase Products or Services from Landis+Gyr that Landis+Gyr accepts. Each Purchase Order will be deemed to include the terms and conditions of this Agreement even if not referenced in a Purchase Order.
- 1.18 **“Router”** means Landis+Gyr-furnished Network Equipment that provides intermediate communication and data processing between Endpoints and Network Gateways. Routers may also communicate with other Routers.
- 1.19 **“Security Breach”** is defined as any event involving an actual, potential, or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law.
- 1.20 **“Services”** means project management services, training, project delivery services, commissioning services, and/or other services described in Exhibit A. Services” do not include any “software as a service” or hosted services, including any services provided pursuant to the SaaS Agreement.
- 1.21 **“Software”** means computer application and programs, including Field Tools, in any form that Customer licenses from Landis+Gyr, referenced in Exhibit A. “Software” does not include any “software as a service” or hosted services, including any applications or programs to which access is provided pursuant to the SaaS Agreement, nor do they include the support services provided pursuant to the Support Agreement.
- 1.22 **“System”** means Equipment, Firmware, Field Tools and Software purchased hereunder and used by the Customer to monitor and manage its consumer’s usage of Customer offerings.
- 1.23 **“Third Party Products”** means, if any, goods and software that Customer purchases or sub-licenses from Landis+Gyr that are not manufactured or provided by Landis+Gyr that display the logo or copyright of another manufacturer, or that are not proprietary to Landis+Gyr.

2. Orders; Cancellations and Modifications

- 2.1 Equipment Forecasts. Within thirty (30) days after the Effective Date of this Agreement, Customer shall supply to Landis+Gyr a written forecast of total anticipated Landis+Gyr Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Landis+Gyr, on an ongoing basis. Failure to provide an accurate forecast, within reason, may negate the stated Landis+Gyr equipment lead times and may adversely impact delivery of product to Customer.

- 2.2 Written Orders. Customer may issue Purchase Orders to Landis+Gyr by mail or electronic mail. Landis+Gyr may accept Customer's Purchase Order by signing it, acknowledging it using electronic mail, or by delivering the Products which Customer ordered. Customer's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Customer's desired shipment dates shall take into account Landis+Gyr's current lead times at the time of the Purchase Order. Lead times will be provided to Customer by a Landis+Gyr representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order, assuming the Equipment was initially forecasted in accordance with Section 2.1. It is acknowledged by the parties that all instrument and documents issued or delivered by either party pursuant to this Agreement, including all Purchase Orders, order acceptance, order acknowledgements, invoices and other instruments ("**Order Documents**") shall incorporate the terms and conditions of this Agreement, irrespective of whether any such Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. Any terms and conditions contained in an Order Document now or hereafter delivered by a party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.
- 2.3 Cancellation and Modifications. Customer may not cancel or modify an Equipment Purchase Order within sixteen (16) weeks prior to the scheduled shipment. Notwithstanding the foregoing, cancellation charges do not apply to Software or Services Purchase Orders.
- 2.4 Equipment and Software Intellectual Property. As between Landis+Gyr and Customer, Landis+Gyr retains ownership of all intellectual property rights in the Equipment, Documentation Firmware and Software. Customer agrees that Customer shall not, and that Customer shall not allow any third party, to attempt to reverse engineer, de-compile, or disassemble the Equipment, Documentation, Firmware or the Software or otherwise discover the trade secrets embodied in or associated with the Firmware or Equipment for any reason.

3. Shipment

- 3.1 Shipments. Landis+Gyr will ship or deliver Equipment to Customer's warehouse or other location designated by Customer. All Equipment will be shipped to Customer FOB Origin Freight Prepaid in full truckload shipments; additional charges may apply if actual shipment is less than a truckload to the extent applicable. Customer agrees to inspect Equipment within one (1) week of receipt and to promptly notify Landis+Gyr of any defects. Customer will be deemed to have accepted the Equipment unless Customer notifies Landis+Gyr within one week after receipt of the Equipment that the Equipment is rejected. The acceptance of any Equipment by Customer shall not preclude the subsequent removal thereof if such Equipment shall be found to be defective after installation; in such event, the Agreement's warranty terms shall apply. Customer agrees to a visual inspection at time of delivery and to report any shipping damage immediately to shipper (as written notice on BOL) and supplier.

4. Prices and Taxes

- 4.1 Prices. Customer's Purchase Order will state Product prices and, if the ordered Product is a Product described on Exhibit A hereto, if any, the Purchase Order will state the applicable price set forth thereon. If the Purchase Order does not state a Product price or is for a Product not set forth on Exhibit A, the price will be Landis+Gyr's then-current price. Landis+Gyr may increase Customer's price for items ordered by Customer but not included in Exhibit A if it increases its price after it accepts the Purchase Order, and the Purchase Order specifies delivery more than one hundred twenty (120) days after the price increase becomes effective. Landis+Gyr shall notify Customer of

the price increase, and Customer shall have the option of cancelling or otherwise modifying its order, without penalty. Also, price increases for Services or Software licensed for a periodic fee will apply to subsequent billing periods. The above notwithstanding, set forth in Exhibit A are unit prices for Products contemplated in the event Customer expands its system.

- 4.2 Price Adjustment for Pricing. Pricing by Landis+Gyr set forth in Exhibit A, or any other attachment, SOW or amendment made hereafter with pricing set forth therein, will remain firm for two (2) years from the Effective Date of this Agreement, regardless of when such attachment, SOW or amendment is executed, unless expressly stated otherwise in such document. Following year two (2), pricing set forth in the pricing table in Exhibit A, or any other attachment, SOW or amendment made hereafter with pricing set forth therein, shall be subject to an annual increase equal to the percentage of annual adjustment in the CPI. The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100 (CPI-U). Additionally, upon completion of Customer's deployment of the quantities of Endpoints and Network Equipment as shown in Exhibit A, Landis+Gyr may supply an updated price table to account for such lower annual purchase volumes or direct Customer to work with a local distributor of Landis+Gyr products.
- 4.3 Taxes and Other Charges. Unless otherwise stated, Product and Services prices include shipment but does not include installation charges, charges associated with preparing the Customer site; and all taxes that relate to the sale of, or Customer's acquisition or use of, Products and Services, including sales, use, VAT and property (ad valorem) taxes, other governmental charges, duties, tariffs and taxes, and assessments after audit. Landis+Gyr may apply a surcharge or pass-through of such charges, duties, tariffs and taxes, and Customer agrees to pay those charges, duties, tariffs and taxes, except for taxes based on Landis+Gyr's net income. If Customer qualifies for tax exemptions, Customer must provide Landis+Gyr with appropriate exemption documentation. Without limiting the foregoing, Customer shall have the right to receive any Software or Documentation to be provided hereunder solely in electronic form.

5. Invoice and Payment

- 5.1 Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder in accordance with the Agreement. Invoices will be issued (i) for Equipment, upon shipment of the Equipment, (ii) for Services, 50% upon contract execution and the remaining 50% upon completion of the Services; and (iii) for Software license fees, in advance of delivery. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

6. Software

- 6.1 Firmware License. The Firmware is licensed to Customer, not sold. Customer is granted a perpetual, non-transferable, non-exclusive license to use the Firmware solely in connection with Customer's use of the Equipment for use solely with the communication network. Customer understands and agrees that it is not permitted to distribute the Firmware in any form, or to use the Firmware except as it is embedded in the Equipment.
- 6.2 License to Software. Landis+Gyr hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited license to install, execute and otherwise use the Software in object code form only in the Customer service territory pursuant to the terms of this license. Landis+Gyr hereby

licenses the use of Software solely for use in conjunction with the Equipment. Customer agrees that Customer shall not, and shall not allow any third party to (i) attempt to reverse engineer, de-compile, or disassemble the Software or Firmware or otherwise discover the trade secrets embodied in or associated with the Software or Firmware for any reason, (ii) make alterations to, or modifications of the Software or Firmware, in whole or part, or (iii) combine the Software or Firmware, or any part of it with, or incorporate it in, any other programs without express permission from Landis+Gyr. Customer agrees not to copy Software or Firmware without express written authorization from Landis+Gyr, except that Customer may copy the Software or Firmware as required for backup, archival, testing, training and/or other similar purposes, provided that such copies remain subject to the restrictions in this Agreement. Customer must reproduce and include the copyright notices on any such copies. Customer's employees, consultants and contractors (if any) shall be deemed authorized users of the Software and Firmware provided that each such employee, consultant and/or contractor has agreed to comply with the terms hereof, and further provided that Customer remains liable for any breach of the terms of the license by such employee(s), consultant(s) or contractor(s).

- 6.3 Intellectual Property Rights. All proprietary and intellectual property rights in and to the Firmware and Software provided hereunder are owned by Landis+Gyr (or its third party licensors) and Landis+Gyr (and/or its third party licensors) retains title to the original Firmware and Software provided to Customer and any copies made from it.
- 6.4 Software Support and Maintenance Support. Upon payment of the applicable fees, Landis+Gyr will provide the Software support and maintenance services set forth in the separate Software Support and Maintenance Agreement (the "**Support Agreement**").
- 6.5 System Security. Customer acknowledges that Software may be accessible from the Internet if configured to do so by Customer. Customer is responsible for establishing system security that will allow only authorized users to access the Software.
- 6.6 Customer Responsibilities relating to Software. Except to the extent that Customer purchases Support and/or Maintenance services, Customer is responsible for, including but not limited to: (i) performing all system administration activities, reports and APIs utilizing the functionality built into the Software (if licensed) and loading it into Customer's systems, (ii) performing any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window; (iii) purchasing, installing and physically maintaining all software System network communications infrastructure; (iv) purchasing, installing, configuring and maintaining all IT hardware needed to operate Software (if licensed) and related applications, (v) administering all Software logins and passwords for its personnel; (vi) handling all support for its own end-use consumers, including, without limitation, any matters relating to end-use consumer billing and utility usage; (vii) performing database administration such that database tables are archived/truncated to store no more than 90 days of data on-line at all times, (viii) installing and maintaining all Third Party Products and third party services, (ix) granting secure remote access to Software to authorized Landis+Gyr personnel if Customer hosts the Software, (x) allowing Landis+Gyr to run a read-only script on Customer's Software to collect key performance metrics to help monitor and troubleshoot issues, (xi) providing help desk support to Customer's own employees as well as assessing skill deficiencies and readdressing training with Customer's own employees, (xii) reporting incidents to Landis+Gyr promptly upon Customer being aware of such incidents, (xiii) assigning appropriate priority to incidents, action items, and service requests, and (xiv) notifying Landis+Gyr prior to any scheduled downtime (performed by Customer) on any Customer systems that could impact services provided by Landis+Gyr.

7. Services

- 7.1 **Services.** Landis+Gyr will provide the Services as set forth in Exhibit B or in a separate Statement of Work. Exhibit B sets forth the description of the Services, pricing, duration and any other terms specific to the Services described therein.

8. Limited Warranties

- 8.1 **Equipment Limited Warranty.** Landis+Gyr represents and warrants that the Equipment, including Firmware will, during its applicable warranty period, (a) be new, (b) conform in all material respects with its specifications in effect at the time of shipment, (c) be free from all liens, claims and encumbrances and (d) not fail when Deployed in the field as a result of a material defect, provided that such Equipment is returned based upon the Return Materials Authorization (RMA) process. Units returned under warranty via an RMA to the designated Landis+Gyr facility will be repaired or replaced by Landis+Gyr and then returned to Customer as set forth in Section 8.2 below. The warranty period shall be calculated from date of shipment as follows (the “Warranty Period”): (i) for Gridstream Mobile Radio, six (6) months, (ii) for Network Equipment, seventy-two (72) months, (iii) for electric Meters, seventy-two (72) months and (iv) for all other Equipment, eighteen (18) months.

8.2 RMA Process.

- 8.2.1 Upon the occurrence of a breach of warranty, Customer shall contact Landis+Gyr’s customer support and request a return materials authorization form (“**RMA**”). After an RMA is issued, Landis+Gyr will provide Customer with shipping instructions, via email, for the warranted Equipment. Customer will remove and ship to Landis+Gyr’s designated location, at Customer’s expense, any such defective Equipment. Landis+Gyr shall repair or replace, at Landis+Gyr’s option and expense, (and as Customer’s sole and exclusive remedy for breach of any equipment warranty) the defective Equipment upon receipt of such returned Equipment. Landis+Gyr shall ship the repaired or replaced warranted Equipment back to Customer, at Landis+Gyr’s expense. Customer will reinstall the repaired or replaced warranted Equipment, at Customer’s expense.
- 8.2.2 For Equipment that is found to be not under warranty, Landis+Gyr will at Customer’s direction, (i) attempt repairs, upon Customer’s written request, based on Landis+Gyr current prevailing rates or (ii) ship the non-warranted Equipment back to the Customer, at Customer’s expense, or (iii) dispose of the Equipment.
- 8.2.3 Any repaired or replaced Equipment shall be warranted as set forth in this Section for a period equal to the greater of (i) the balance of the applicable warranty period relating to such Equipment or (ii) six (6) months from the shipment date to Customer.
- 8.2.4 If more than three percent (3%) of Meters returned by Customer for the prior twelve (12) month period have no defect (“**Non-Defective Equipment**”), then Customer will pay twenty-five dollars (\$25.00) per Meter (subject to a CPI increase) above that three percent (3%) threshold to cover Landis+Gyr’s costs of handling and testing the Non-Defective Equipment.
- 8.2.5 Exclusion – Software as a Service. The foregoing warranty applies only to physical Equipment and Firmware. Any software as a service or hosted services provided with or in connection with the Equipment are provided subject solely to the terms of their applicable software as a service agreement. Landis+Gyr makes no warranties with

respect to any software as a service or hosted services, and Customer's remedies, if any, shall be as set forth in such SaaS agreement.

8.2.6 ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY LANDIS+GYR NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

- 8.3 Software Limited Warranty and Software Remedy. Landis+Gyr warrants that all Software will materially comply with its specifications, Documentation and functional requirements for a period of thirty (30) days from delivery. As sole remedy for defective Software, Landis+Gyr will use commercially reasonable efforts to remedy the performance associated with the Software within forty-five (45) days after written notice from Customer, unless such notice period is otherwise mutually extended. The limited warranties set forth in this Section 8.3 apply only if Customer: (a) notifies Landis+Gyr in writing of the warranty breach before the expiration of the Software Warranty Period; (b) has promptly installed all maintenance releases to the Software that Landis+Gyr previously made available to Customer at no cost; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).
- 8.4 Services Warranty and Services Remedy. Landis+Gyr warrants that it will provide Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with the prevailing standards of its industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Services warranty period shall be ninety (90) days after performing a service except in the cases of installation services when applicable which shall be twelve (12) months from the date of installation. In the event of a breach of this warranty, Landis+Gyr shall re-perform the Services in a manner consistent with this warranty and cure such breach within thirty (30) days after written notice.
- 8.5 Warranty Limitations and Exclusions. Landis+Gyr's warranty obligations with respect to the Equipment, Firmware and Software comprising the System do not apply to the extent a failure or warranty non-conformity is caused by: Customer's or a third party's software or hardware; Customer's or a third party's infrastructure or data; Customer's or a third party's misuse of the equipment or software comprising the System; storage or installation by Customer or a third party not in compliance with training or manuals provided by Landis+Gyr; operation, maintenance or use by Customer or third parties not in compliance with applicable training, manuals or specifications provided by Landis+Gyr; Customer's or a third party's neglect, modification, accident, vandalism or other intentional damage; exposure to adverse conditions exceeding performance levels required by applicable specifications; any other limitation or exclusion described herein; or data provided by Customer.
- 8.6 DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, NEITHER LANDIS+GYR NOR ANY PERSON ON LANDIS+GYR'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY EQUIPMENT, NETWORK EQUIPMENT, FIELD TOOLS, SOFTWARE, FIRMWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM, AND CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY LANDIS+GYR, OR ANY OTHER PERSON

ON LANDIS+GYR'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

- 8.7 Third Party Products. The warranties provided by Landis+Gyr do not extend to third party products, accessories, software or components that are manufactured or supplied by a third party. For avoidance of doubt, Landis+Gyr makes no representations or warranties with respect to any third party product. Landis+Gyr will use commercially reasonable efforts to assign to Customer any warranties provided by such third party.
- 8.8 Exclusive Remedies. Each party's rights and remedies set forth in this Section are exclusive and in lieu of all other rights and remedies with respect to breaches of warranties.

9. General Indemnity; Infringement Indemnity

- 9.1 General Indemnity. Each party (the "**Indemnifying Party**") will indemnify and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "**Indemnified Party**") from all third party claims, and related liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "**Indemnified Losses**"), for any property damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the gross negligence, willful misconduct or misrepresentation on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or contractors.
- 9.2 Infringement Indemnity by Landis+Gyr. Landis+Gyr agrees to indemnify and defend Customer and its officers, directors, shareholders, agents, employees, and representatives from and against any Indemnified Losses resulting from a third party claim alleging that any Products or any resulting use of the Products constitutes an infringement of any United States patent or copyright or misappropriation of any trademark or trade secret, or constitutes a breach of any intellectual property right of any third party (an "**Infringement Claim**").
- 9.3 Remedies for an Infringement Claim. If the sale or use of any of the Products is enjoined in connection with any such Infringement Claim, Landis+Gyr agrees to, at its option, without cost or expense to Customer:
- (a) procure for Customer and its end users the right to use such Products and Services at no cost to Customer and its end users;
 - (b) replace such Products with equivalent non-infringing products that perform the same or materially same function as the Products being replaced; or
 - (c) modify such Products so they become non-infringing provided that such modification does not render such Products unacceptable to Customer.

Notwithstanding the foregoing, Landis+Gyr will have no liability pursuant to this Section or otherwise for any Infringement Claim to the extent such a claim is caused by (i) the misuse or unapproved modification of the Products or Services by or at the direction of Customer or otherwise by any Person other than Landis+Gyr (ii) the failure of Customer to use corrections or enhancements made available to Customer at no cost to Customer, where such corrections or enhancements would have remedied such Infringement Claim; (iii) use of the Products in combination with other equipment or software not provided by Landis+Gyr but only to the extent such claim is attributable to the combination or other equipment or software and if such claim would have been avoided but for such combined

use; or (iv) Landis+Gyr's compliance with any specifications, designs or instructions provided by or on behalf of Customer. Customer will consult with Landis+Gyr, as the subject matter expert in this space, before making any unilateral change(s) to the operating environment (such as Microsoft). If Landis+Gyr advises Customer that making the proposed change(s) would likely lead to an Infringement Claim and Customer moves forward with those changes despite Landis+Gyr's advisement, then Landis+Gyr will have no liability pursuant to this Section or otherwise for any resulting Infringement Claim. Excluding the indemnity obligation owed by Landis+Gyr to Customer, this Section 9.3 sets forth the entire liability of Landis+Gyr with respect to an Infringement Claim or any other claim alleging that any Products or any resulting use of the Products infringes, misappropriates, or breaches any intellectual property right.

- 9.4 Indemnification Procedures. The party seeking indemnification will promptly notify the Indemnifying Party in writing of any Claims for which such party seeks indemnification pursuant to this Section 9 ("**Claims**") and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.
- 9.5 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Indemnified Losses arise out of or result from Indemnified Party's:
- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
 - (b) use of the Products in any manner that does not materially conform with the usage guidelines or specifications provided by Landis+Gyr.

10. Term; Termination

- 10.1 Term. This Agreement shall become effective on the Effective Date and continue in full force and effect for thirty-six (36) months unless sooner terminated in accordance with the provisions hereof. Thereafter, the term shall renew on a year to year basis unless either party receives written notice from the other of the other party's intent to terminate the Agreement upon the expiration of the then current twelve (12) month term. Such notice shall be delivered no later than sixty (60) days prior to the expiration of the then current twelve (12) month term.
- 10.2 Right to Terminate. Prior to the expiration of the initial thirty-six (36) month term, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this Agreement shall continue in full force and effect as it would have had such breach not occurred. Failure to perform due to a force majeure (as described in Section 15.3) shall not be considered a substantial or material default under

this Agreement. A party hereto may, at its option, terminate this Agreement upon an Event of Bankruptcy of the other party.

10.3 Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either party from any liability to the other party, including any payment obligation that has already accrued hereunder. If Customer shall terminate this Agreement other than for reasons of a default by Landis+Gyr, Customer shall upon such expiration or termination, within 30 days, at Landis+Gyr's option and at Customer's expense, return to Landis+Gyr or destroy all materials containing Landis+Gyr's Confidential Information.

10.4 Survival. The provisions of Sections 1, 6 through 10, and 12 through 15 shall survive the expiration or earlier termination of this Agreement for any reason, provided that with respect to Section 13, each party's obligations under this Section 10.4, shall survive the expiration or earlier termination of this Agreement for a period of five (5) years from the date of such expiration or termination, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

11. Change Management Process

11.1 Change Management. If changes are requested by either party following the Effective Date, the requesting party shall provide a request to the other party's Project Manager or other designated staff in writing. The other party will analyze the impact and inform the other party's Project Manager of any impacts to cost, schedule, and other implications to perform the change. If both parties approve of the written change, accepted Change Requests will be deemed amendments to this Agreement and are incorporated into this Agreement by reference. Execution of the requested work cannot begin until both parties have accepted the change order in writing.

12. Governing Law; Submission to Jurisdiction

12.1 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Illinois, without regard to Illinois' conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.

(b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

12.2 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13. Confidentiality

- 13.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information and other sensitive or proprietary information in oral, written, electronic or other intangible form (collectively, “**Confidential Information**”). Confidential Information, however, shall not include: (a) information which is already generally available to the public; (b) information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party or its Representatives in breach of this Agreement; (c) information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the Disclosing Party; (d) information that is independently developed without access to or use of the Disclosing Party's Confidential Information, as demonstrated by documentary evidence; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party shall use the Confidential Information solely for the performance of this Agreement and shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations shall survive the termination of this Agreement and shall continue for a period of five (5) years thereafter, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law. Although Confidential Information may be marked or indicated as “**Confidential**” or “**Proprietary**”, information need not be marked “**Confidential**” to be considered Confidential Information. “**Confidential Information**” includes any Confidential Information disclosed prior to the effective date of this Agreement.
- 13.2 Safeguarding Confidential Information. The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives.
- 13.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the Receiving Party shall have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.
- 13.4 Termination. Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.

14. Limits of Liability

- 14.1 EXCLUSION OF INDIRECT DAMAGES. EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS OR OBLIGATIONS REGARDING THE OTHER PARTY'S INTELLECTUAL PROPERTY (INCLUDING CUSTOMER'S USE OF ANY SYSTEM BEYOND THE SCOPE PERMITTED IN THIS AGREEMENT), IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE. OR FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 14.2 CAP ON DIRECT DAMAGES. EXCEPT WITH RESPECT TO (A) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (B) OBLIGATIONS UNDER THIS AGREEMENT RELATED TO INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT, (C) PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF EITHER PARTY IN RESPECT OF ALL CLAIMS IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO LANDIS+GYR DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. General

- 15.1 Complete Agreement, Modification and Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Neither party may assign this Agreement, a Purchase Order, or its rights or obligations under them without the express written consent of the other party which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.
- 15.2 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed email addressed to the addresses set forth below:

For Customer: City Water, Light, & Power
800 E Monroe St,
Springfield, IL 62757
Attn: Legal Department
Email: Corporation.Counsel@springfield.il.us

For Landis+Gyr: Landis+Gyr Technology, Inc.

30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Email: legalcontractteam@landisgyr.com

Notices sent in accordance with this Section 15.2 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 15.3 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, terrorist threats or acts, riots, other civil unrest, national emergency, strikes, lockouts, or other labor disputes, fire, flood, earthquake, explosion, epidemics, pandemics, stay at home orders, outbreak of communicable disease, quarantines, regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Landis+Gyr or Customer to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.
- 15.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer, or their successors, shall have any legally enforceable rights under this Agreement.
- 15.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.
- 15.6 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not affect or be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.
- 15.7 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create and is not intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the Services and Products, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such

Services; and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.

15.8 Compliance with Regulations and Executive Orders.

Each Party agrees that it is in compliance with all of the applicable laws, regulations and Executive Orders in force regarding discrimination.

15.9 Export Regulation. The Products, including any software, documentation and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation or technical data (collectively, “**Regulated Products**”) may be subject to US export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation or rule. The Customer shall be responsible for any breach of this Section 15.9 by its, and its successors’ and permitted assigns’, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers or vendors. The Customer shall comply with all applicable federal or foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any Regulated Products.

15.10 Publicity. Notwithstanding any other provision of the Agreement, Landis+Gyr shall not, without the Customer’s prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter. Nor shall the Customer, without Landis+Gyr’s prior written consent, publish any information pertaining to the agreement, whether during the term of the agreement or thereafter. Consent from either party will not be unduly withheld. However, neither Party shall be required to obtain the other party’s prior written consent to any press release required by law or by the stock exchange on which it is listed or to any disclosure of information, documents or data to a governmental authority with regulatory jurisdiction over Landis+Gyr.

15.11 Privacy and Security Requirements. Landis+Gyr, including its staff or any individual otherwise acting on behalf of the company, shall access and Process Customer’s Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement or Customer’s further written instructions.

(a) Landis+Gyr shall use technical and organizational measures that meet industry standards designed to ensure the security and confidentiality of Customer’s Personal Data in order to mitigate the risk of, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss.

(b) Landis+Gyr shall notify Customer no later than 72 hours after being made aware of any suspected or actual Security Breach involving any Customer’s Personal Data. Landis+Gyr shall also provide Customer with a description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Customer may reasonably request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Landis+Gyr agrees to promptly to take action, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach.

To the extent reasonably and legally permitted, the content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") will be approved by Customer prior to any publication or communication thereof to any third party, which such approval shall not be unreasonably withheld. Landis+Gyr shall pay for or reimburse Customer for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices, legal fees and any credit monitoring services if applicable.

(c) Upon termination of this Agreement, for whatever reason, Landis+Gyr shall stop the Processing of Customer's Personal Data, unless instructed otherwise by Customer, and these undertakings shall remain in force until such time as Landis+Gyr no longer possesses Customer's Personal Data.

- 15.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 15.13 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by handwritten signature.
- 15.14 Insurance. Insurance requirements are documented as Attachment 1 to the Agreement.

Acknowledged and agreed by the authorized representatives of the parties.

LANDIS+GYR TECHNOLOGY, INC

CITY WATER, LIGHT, & POWER

Signature :

Signature :



Printed Name :

Printed Name :

Title :

Title :

Date :

Date :

LANDIS+GYR TECHNOLOGY, INC

Signature :

Printed Name :

Title :

Date :

ATTACHMNT 1 TO MASTER AGREEMENT
INSURANCE REQUIREMENTS

I. GENERAL

- 1.1. Landis+Gyr shall purchase and maintain at its expense insurance of such types and in such amounts as are specified herein to protect Landis+Gyr, Customer, and Indemnified Parties for claims which may arise out of or result from Landis+Gyr's operations under the Agreement, whether such operations be by Landis+Gyr or anyone directly or indirectly employed by Landis+Gyr or for whose acts Landis+Gyr or any subcontractor may be legally liable. Insurance carriers shall have an A.M. Best rating of A(Excellent) VIII or higher
- 1.2. Such insurance shall cover claims for damage because of bodily injury or death to Landis+Gyr's employees including claims brought under:
 - 1.2.1. Workers' Compensation laws.
 - 1.2.2. Disability Benefit laws.
 - 1.2.3. Occupational Sickness or Disease laws.
 - 1.2.4. Other similar employee benefit laws.
- 1.3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Landis+Gyr's employees, and claims arising out of destruction of property including loss of use thereof.
- 1.4. Reserved.
- 1.5. If Landis+Gyr requests in writing that any insurance not specified to be furnished by Customer be included in any property insurance specified to be furnished by Customer, Customer shall if possible, provide such insurance and the cost thereof shall be charged to Landis+Gyr by appropriate Change Order.
- 1.6. Failure of Landis+Gyr to maintain proper insurance coverage, whether approved by Customer or not, will not relieve Landis+Gyr of any contractual responsibility, liability, or obligation.
- 1.7. Reserved.
- 1.8. Any payment of an insured loss under policies of property insurance including but not limited to the insurance required by **Section 2.6, 2.7, and 2.8** of this section shall be made payable to Customer as Trustee for the insured as their interest may appear. Customer, as Trustee, shall have the power to adjust, settle, and make payments or other restrictions thereon, unless one of the parties in interest objects in writing to Customer within five (5) days after the occurrence of such loss to Customer's exercise of this power. In the event of such objection, arbitrators shall be chosen in accordance with the Supplemental General Conditions of this Agreement, and Customer, as Trustee, shall make such payment only in accordance with such arbitrators' decision unless all parties in interest reach an agreement in writing as to how such payment should be made.
- 1.9. Landis+Gyr hereby waives all rights against Customer for damages arising out of an insured loss under policies of insurance. Landis+Gyr shall require all subcontractors to provide a similar waiver in favor of Customer.

1.10. The party responsible hereunder to procure insurance shall provide the other party hereunder a copy of a certificate of insurance with all endorsements in a form satisfactory to Customer. Such policy or certificate shall provide that thirty (30) Days Written Notice endeavor to be given to the other party prior to any cancellation of the insurance. No work shall be commenced under this Agreement until all such policies, endorsements and certificates have been so provided and approved by Customer.

1.11. All insurance coverages required by this Agreement shall apply as primary insurance and non-contributory before any other insurance or self- insurance, including any deductible, maintained by, or provided to, the additional insured.

2. FORMS AND LIMITS OF COVERAGE REQUIRED

2.1. Worker's Compensation and Employer's Liability Insurance:

2.1.1. Landis+Gyr, at its sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to Customer. Landis+Gyr, at its sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchases pursuant to this paragraph shall include an "Other States" coverage provision for Illinois for contractors domiciled outside the State of Illinois.

2.1.1.1. The limits of all insurance purchased pursuant to this paragraph shall be not less than:

2.1.1.1.1. Worker's Compensation – Statutory

2.1.1.1.2. Employer's Liability - \$1,000,000 each occurrence, \$1,000,000 each Employee, \$1,000,000 Policy Limit.

2.2. Business Auto Liability Insurance

2.2.1. Landis+Gyr, at its sole expense, agrees to carry Business Auto Liability Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.

2.2.2. The limits of this insurance shall be not less than:

2.2.2.1. Bodily Injury -- \$2,000,000 per person, \$4,000,000 per occurrence

2.2.2.2. Property Damage -- \$2,000,000 per occurrence

2.2.2.3. Indemnified Parties shall be included as Additional Insureds on a Primary and Non-Contributory basis on this insurance with respect to all claims arising out of the operations or work hereunder per CA 20 48 02 99. Copy of endorsement must be provided with the Certificate of Insurance.

2.3. Commercial General Liability Insurance

2.3.1. Landis+Gyr, at its sole expense, agrees to carry Commercial General Liability Insurance covering all operations and work hereunder whether performed by Landis+Gyr, , or any agent, servant, worker, or employee of Landis+Gyr or any other person, firm, or corporation for whose acts Landis+Gyr may be liable.

2.3.2. This insurance shall include Contractual Liability coverage and shall cover the liability assumed hereunder by Landis+Gyr.

2.3.3. The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

2.3.4. Reserved.

- 2.3.5. This insurance shall include Products and Completed Operations coverage. Landis+Gyr shall continue this coverage in full force and effect for a period of at least two (2) years after the date of the final acceptance of the work hereunder by Customer.
- 2.3.6. This policy shall include Personal Injury Liability insurance.
- 2.3.7. The limits of this insurance shall be not less than the following:
- 2.3.7.1. \$4,000,000 General Aggregate, \$2,000,000 each occurrence,
 - 2.3.7.2. \$4,000,000 Products/Completed Operations Aggregate,
 - 2.3.7.3. \$2,000,000 Personal & Advertising Injury.
- 2.3.8.. Such limits may be met through a combination of primary and umbrella/excess coverage.
- 2.3.9. Indemnified Parties be included as Additional Insureds on this insurance with respect to all claims arising out of the operations or work hereunder per CG 2010 10/01 and CG 2037 10/01 on a Primary and Non-Contributory basis. Copy of endorsements must be provided with the Certificate of Insurance.
- 2.3.10. Landis+Gyr's General Liability policy shall not contain an Exclusion such as ISO CG 22 94 10/01 edition or CG 22 95 10/01 for Damage to Work Performed by Subcontractors On Your Behalf.
- 2.4. Umbrella Liability
- 2.4.1. The minimum amount for this policy shall be the larger of \$5,000,000 Each Occurrence/\$5,000,000 Aggregate and include the Indemnified Parties as Additional Insureds on a Primary and Non-Contributory basis. Customer does not carry General Liability nor Excess Liability and the legal concept of Horizontal Exhaustion as determined by Illinois case law does not apply.
- 2.5. Customer's Protective Liability Insurance. (Not Used)
- 2.6. Professional Liability Insurance.
- 2.6.1. If Landis+Gyr's or subcontractor's scope of work includes the obligation to provide any architectural, professional, or engineering services, Landis+Gyr or subcontractor shall provide Professional Liability in minimum limits of \$2,000,000 Each Claim and \$2,000,000 Aggregate. Such insurance shall remain in force for seven (7) years after final completion of Landis+Gyr's work.
- 2.7. Pollution Liability Insurance. (Not Used)
- 2.7.1. Reserved.
- 2.8. Property Insurance (Builder's Risk).
- 2.8.1. Reserved.
 - 2.8.2. Reserved.
 - 2.8.3. Reserved.
 - 2.8.4. Reserved.
- 2.9. Installation Floater Insurance. (if applicable)
- 2.9.1. Reserved.
 - 2.9.2. Reserved.
 - 2.9.3. Reserved.
 - 2.9.4. Reserved.
 - 2.9.5. Reserved.
- 2.10. Transit Insurance.

- 2.10.1. Transit Insurance shall be furnished by Landis+Gyr to insure and protect Landis+Gyr and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of delivery.
 - 2.10.2. This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Agreement.
 - 2.10.3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
- 2.11. Waiver of Subrogation
- 2.11.1. Landis+Gyr waives all rights (including subrogation on all insurance) against Customer for all losses and damages covered by the policies of insurance provided in this Attachment and any other property insurance applicable to the work, and also waives all such rights against the subcontractors, Customer's consultants and all other parties named as insureds or additional insureds in such policies for losses and damages so caused. Each subcontract between Landis+Gyr and a subcontractor will contain similar waiver provision by the subcontractor in favor of Customer, Landis+Gyr, Customer's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Customer as trustee or otherwise payable under any policy so issued. Copies of endorsements must be provided with Certificate of Insurance.
 - 2.11.2. Customer and Landis+Gyr intend that any policies provided in this Attachment shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered by the policies of insurance required by the Agreement. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the Indemnified Parties named as insureds or additional insureds.

EXHIBIT A TO MASTER AGREEMENT
PRODUCTS PRICING SCHEDULE

1. Gridstream RF Solution Pricing

The following table represents Products and Services for the proposed solution.

Item	Quantity	Unit Price	Extended Price
Electric Meters - Residential			
RF Revelo 2S-SD (Form 2S)	65,870	\$154.60	\$10,183,502.00
RF Revelo 2SE-SD (Form 2SE)	ANY	\$290.00	TBD
RF Revelo 1S-SD (Form 1S)	ANY	\$199.00	TBD
RF Revelo 12S-SD (Form 12S)	ANY	\$266.00	TBD
Electric Meters - Commercial			
RF Revelo E660 C&I (Forms 1S, 2S, 3S, 4S, 5S, 6S, 8/9S, 12S, 16S)	5,937	\$299.00	\$1,775,163.00
RF Revelo E660 C&I (Forms 2SE, 12/25SE, 14/15/16SE)	ANY	\$321.00	TBD
Network Equipment –			
Network Gateway, 10-Foot Default Power Cable, 1 Series 5 Radio, 1 Cellular Modem, Utility Pole Mount	8	\$5,719.80	\$45,758.40
Network Gateway, 10-Foot Default Power Cable, 3 Series 5 Radios, 1 Cellular Modem, Utility Pole Moun	17	\$8,520.10	\$144,841.70
RF Router (Series 6, Gen 2), 20ft Cable, Rainshield, 5.7dBi Antenna	52	\$1,822.80	\$94,785.60
Distribution Automation Equipment (DA)			
Series 5 N-IWR w/ DA kit (45-1015 & M2105) - NI0000-00X02-XXXX	143	\$1,325.00	\$189,475.00
Project Delivery Services			
AMI Project Delivery Services	1	\$96,600.00	\$96,600.00
VXconnect Setup Fee: VXconnect Consumer Portal (Base Offering)	1	\$15,000.00	\$15,000.00
VXconnect Setup Fee: Electronic Bill Presentment	1	\$6,000.00	\$6,000.00
VXconnect Setup Fee: Landis+Gyr Delivery Services	1	\$20,300.00	\$20,300.00
DA Project Delivery Services	1	\$37,100.00	\$37,100.00
Training	1	\$7,200.00	\$7,200.00
RF Tools			
Tech Studio Software License (per user)	1	\$1,100.00	\$1,100.00
Gridstream Mobile Radio (GMR)	1	\$750.00	\$750.00
Total:			\$12,617,575.70

2. Clarifications

Electric Meters with Communication Modules

Network Equipment

1. Network Equipment quantities are approximations of required quantities and have been developed from the 71,850 electric meter locations provided by Customer.
2. Network Equipment quantities are based on Routers being mounted at 20 feet above ground level (AGL). Alternate mounting locations, configurations and heights may require additional brackets, cables or antennas that are not included in this proposal. Actual Network Equipment quantities necessary for proper AMI System functionality may vary based on verification of final meter quantities, system analysis and requirements, approved survey locations, deployment approach, and system optimization needs.
3. Network Equipment quantities assume Landis+Gyr's standard Gridstream RF AMI throughput parameters:
 - Up to four (4) registers of 15-minute interval data transmitted every 4 hours from all residential electric Endpoints.
 - Up to (8) registers of 15-minute interval data transmitted every 60 minutes from all commercial and industrial electric endpoints.
4. Electric endpoints shall be deployed in a contiguous manner to enable adequate meshing.
5. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.
6. The need for external passive antennas, and quantities of such, will be determined during deployment.
7. The following items are available for purchase, as needed:

Revelo Meter Options	Price
ANSI C12.18 Opti-Com Magnetic Port Short Cover	\$2.25
ANSI C12.18 Opti-Com Magnetic Port + Reconnect Arming Button Short Cover (E360 Only)	\$3.00
ANSI C12.18 Opti-Com Magnetic Port + Demand Reset Short Cover	\$5.00

RF Tools

8. TechStudio is a required field tool for the Landis+Gyr RF solution. Pricing includes one (1) license for each user instance of TechStudio.
9. The TechStudio Software License fee is a per-user license fee for the TechStudio software and does not include the cost of a computer or tablet on which to install the software.

10. Each user of TechStudio must have a unique Username and Password of authentication with Command Center to use the tool. Maintenance charges are based on the total number of users set up for authentication.
11. TechStudio training is included in the RF Network Deployment course. A two-hour online TechStudio training course is available for \$200 per login.
12. An enterprise license of TechStudio software is available for an unlimited number of users for a one-time fee of \$53,000.00 and requires an annual maintenance fee of \$10,600.00.
13. The Gridstream Mobile Radio (GMR) is a field tool device that enables communication with RF devices. The device uses the standard USB-C serial cable to a laptop/tablet with TechStudio installed.

Services and Training

14. Project Delivery Services pricing is based on services being provided by Landis+Gyr for a period of up to Eight (8) months, beginning at contract execution and receipt of purchase orders. A detailed Deployment Project Statement of Work is attached for your reference. At a high level, these Project Delivery Services include Project Management, Endpoint Configuration Support, Network Design and Site Surveys for up to 3 Gateways and 30 Routers, Network Equipment Commissioning, Technical Implementation Support, and Integration Support.
15. Network equipment (Network Gateway and Router) installation, and electric installation, are not within the scope of Landis+Gyr's offering. It is assumed installation is the responsibility of Customer or a third party contracted by Customer.
16. Training is required prior to deployment, and includes:
 - 2 online training courses for Security
 - 1 classroom training course for RF Network Deployment
 - 1 classroom training course for Command Center Application
 - 40 online training credits for use with continuing education to be used within 24 months of the contract effective date
17. Pricing for online training is per log-in/registration.
18. Training is based on two Customer employees attending classroom training at Landis+Gyr's Lafayette, IN, location. Additional seats are \$1,200.00 each.
19. Customer is responsible for its own travel and expenses for training.
20. As an option, in lieu of classroom training, three days of on-site training for up to 12 students can be provided at a Customer facility for \$12,500.00 per course. Additional seats are available for \$250.00 each.

General Clarifications

21. The following items are available for purchase, as needed:

Item	Unit Price
Remote Antenna Kit	\$730.00
RF Coupling Antenna Kit (includes P/N 40-1705, 45-1221, 28-0350, 19-1742)	\$273.00
IWR 12-24 VDC Input	\$775.00

22. Licenses sold as part of this solution are for Landis+Gyr products only. Any additional third-party licenses are the responsibility and at the expense of Customer.
23. No bonds or letters of credit are included in Landis+Gyr's pricing

EXHIBIT B
Attachment 1

STATEMENT OF WORK
IOT GATEWAY

Project Overview

1.1 Purpose

This Statement of Work (SOW) defines a business transaction between City Water, Light, & Power and Landis+Gyr in which the latter will provide consulting services (Work) related to a specific Landis+Gyr (or "L+G") service offering or a customized service. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in a given Master Purchase, License, and Services Agreement (MPLSA) between Customer and Landis+Gyr and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the MPLSA, the provisions of the MPLSA shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior Landis+Gyr proposal, written or oral.

1.2 Scope

The objective of this project is for Landis+Gyr to assist Customer by providing the services, systems, and hardware to enable customer to successfully deploy the Landis+Gyr IOT Gateway Systems.

Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 4 months from project start. If deliverables are not completed within 4 months, additional charges may apply depending on the reason for the delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually agreed upon by both Landis+Gyr and Customer.

1.3 Core Deliverables

This Statement of Work covers the following core deliverables, based on Section 0 **1.2 Scope**.

Table 1. Core Deliverables

Deliverables	Lead	Support
Project Management and Technical Delivery Services as noted in Section 3	Landis+Gyr	Customer
Informal IOT Gateway training as noted in Section 3	Landis+Gyr	Customer

Hosted IOT Gateway Instance	Landis+Gyr	Customer
Configuration involves standard bundle of 6 Line Sensors and 2 of each device type (for e.g.: Switches, Inverters, Capacitor banks, Voltage convertors, Recloser) up to max of 10 IWRs	Landis+Gyr	Customer
Confirm communication between devices and customer SCADA/EMS	Customer	Landis+Gyr
IOT Gateway Integrations:		
IOT Gateway to customer SCADA system	Landis+Gyr	Customer

1.4 Key Assumptions

The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- Landis+Gyr will support Customer for the Initial phase of their IOT Gateway deployment
- Landis+Gyr will provide standard integration services between IOT Gateway to existing Customer SCADA; Customer will be responsible for all other integrations
- Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and/or assigned or modified
- Customer will ensure the field equipment (capacitor banks, regulators, reclosers, etc.) is already in the field for the project and that the field device has been configured for DNP and serial communication. These field devices will need a serial connection for the IWR radio. If not, Customer will need to provide one.
- Head End System 8.4 version (CIN installer included)
- Gridstream Integration Suite (GSIS) has been implemented
- A DC power source for the IWR is required
- Customer is responsible for installation of all devices
- As deliverables are completed, the Landis+Gyr Project Manager will seek formal acceptance of deliverables from Customer. Customer will review documentation within 5 business days and provides either approval or comments. If comments are provided, Landis+Gyr will review and update deliverable within 5 business days and submits a revised document for approval. If no approval or comments are received within 5 business days, the deliverable will be assumed to be accepted.

1.5 Out of Scope Items

The following items are excluded from the [Subject] project and are considered out-of-scope for Landis+Gyr as part of this SOW:

- Field equipment installation and configuration (i.e., capacitor banks, regulators, reclosers, etc.)
- Line sensor, IWR and RF antenna installation
- Survey and installation of any additional network equipment needed to cover IOT devices
- Any Security upgrades or changes
- Integration needing Multi Speak

1.6 Critical Success Factors

Critical success factors for the [Subject] are listed below to ensure expectations are managed properly between Customer and Landis+Gyr and the project is successful.

- For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.
- Development and active management of a mutually agreeable schedule
- Development and completion of Systems Testing, Integration Testing and User Acceptance Testing cases
- Resolution of any critical “show stopping” defects
- Availability and commitment of both Landis+Gyr and customer project resources.
- Mutual adherence to the content and proactive management of any change regarding this statement of work
- Implementation of hardware according to Landis+Gyr specifications

2. Project Roles and Responsibilities

2.1 Overview

In this Statement of Work, Landis+Gyr has indicated in general which party (Landis+Gyr or Customer) is responsible for various tasks throughout this project plan. The intention is that the project is a highly collaborative effort; however, specific deliverables are the responsibility of one party. In all cases, it is expected that the responsible party will be able to count on the reasonable support and assistance of the other party to help achieve each deliverable. Detailed roles and responsibilities will be defined as a result of the Planning Stage.

The assigned Landis+Gyr Project Manager will actively participate in all stages of the project and will be the point of escalation for any issues requiring escalation. Other Landis+Gyr Subject Matter Experts will also be called upon to participate periodically in various stages of the project. These roles are not called out specifically in the stages below; however, they are implied throughout and have been considered in resource plans. Weekly status updates, which summarize progress, plans, and challenges, will be provided by the Landis+Gyr Project Manager throughout the project.

3. Project Approach

The project is broken down to four separate stages:

Initiation Stage

Planning Stage

Execution and Control Stage

Closeout Stage

3.1 Initiation Stage

In the Initiation Phase, the Project Manager (PM) engages internal resources to setup the project, develops an initial understanding of project requirements, obtains internal authorization to allocate team resources to the project, and engages the Landis+Gyr project team. The key deliverables and activities for this stage follow.

Table 2. Initiation Stage Deliverables

Deliverables	Lead	Support
Pre-handoff checklist	Landis+Gyr	Customer
Initial DA architectural Diagram	Landis+Gyr	Customer
Head End System, Firmware & DCW Validation	Landis+Gyr	Customer
POs for Services and Equipment	Customer	Landis+Gyr
Provide IOT Gateway, IWR, and/or line sensors documentation as needed	Landis+Gyr	Customer

Table 3. Initiation Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Validates requirements with the Customer	Reviews requirements with L+G	Project Manager
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with L+G PM to create agenda, provide personnel contact list for kickoff meeting	
Technical Implementation Manager	Reviews scope and preliminary schedule	Reviews requirements with L+G	Appropriate Lead

	Validate Project Requirements with customer		
	Provide IOT Gateway, IWR, and/or line sensors documentation		
Sales / Distributor	Validates solution requirements	Works with Landis+Gyr Sales to define solution requirements	Project Manager
	Obtains equipment and services POs	Provides equipment and Services POs	

3.2 Planning Stage

In the Plan Phase, the project manager leads planning efforts, with support from both the Landis+Gyr and Customer project teams, for project execution. These efforts include formally documenting and achieving agreement with the customer on the final requirements, creating the final system design, and building the baseline project schedule. Landis+Gyr will also conduct workshops on configurations and integrations to be performed. The key deliverables and activities for this stage follow.

Table 4. Planning Stage Deliverables

Deliverables	Lead	Support
Project Kick-Off Meeting	Landis+Gyr	Customer
Project Management Plans including Project schedule, resource plan, materials plan, communications plan, and risk/mitigation plans	Landis+Gyr	Customer
Documentation from kickoff meeting	Landis+Gyr	Customer
Delivery of devices (IWRs, Line Sensors, Antennas, Cables) as ordered for initial deployment area	Landis+Gyr	Customer
Develop Initial Workshop plans	Landis+Gyr	Customer

Table 5. Planning Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team
	Leads project kickoff meeting	Confirms agenda, provides resources	

	Manages materials flows	Receives equipment and maintains inventory	
	Request VPN	Provide associated public IP address for applying DA traffic	
Technical Implementation Manager	Attends kickoff meeting and/or workshops with the PM including: • IOT Gateway solution overview • Customer device configuration guidelines • Line Sensors and IWR overview • System Integration Planning	Attends workshops	Project Manager / SCADA Team / Customer IT Lead

3.3 Execution and Control Stage

In the Execution and Control Phase, the PM actively manages and controls the project delivery according to the methods described in the Project Management Plans. Specifically, Landis+Gyr will ensure IOT Gateway is installed and functional, that the network has been deployed effectively for the upcoming device installations, and that the initial devices are communicating with SCADA. Informal training will also be conducted by L+G. The key activities and deliverables for this stage follow.

Table 6. Execution and Control Stage Deliverables

Deliverables	Lead	Support
System installation of IOT Gateway	Landis+Gyr	Customer
Provisioning of initial deployment area devices	Landis+Gyr	Customer
Informal IOT Gateway configuration and installation training	Landis+Gyr	Customer
Ensure devices are in "Normal" status in Head End System and are communicating to SCADA	Customer	Landis+Gyr
Confirmation of IOT Gateway communication and acceptance of the system	Customer	Landis+Gyr

Table 7. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager	Coordinate setup and configuration of IOT Gateway	Participate in IOT Gateway review	SCADA Lead / IT Lead / RF Field Lead
	Support and transfer knowledge to the Customer regarding Endpoint Configuration and Installation, including: Conduct Radio/Collector Configuration Workshop to accommodate DA traffic Conduct Line Sensor Workshop/ IWR workshop/ Network Bridge Workshop Provide associated device files into CC Validate security certificates Provisioning IWRs and devices in advance of deployment Provide remote field guidance to Customer for initial hardware deployment Support SCADA checkout for each device type	Customer will create SCADA interface screens for new devices, provision IWRs and devices, and deploy IWRs and devices according to deployment plan. Customer will execute the following tasks under TIM supervision: Importing associated device files into CC Provide security certificates Obtaining the device address and verifying the geographic coordinates Install all field hardware. For ex: Capacitor Banks, Reclosers, Voltage regulators & line sensors Install IWRs and devices in advance of deployment Ensuring 2-way communications between SCADA and Devices	

	Supports system testing, provides issue resolution as needed	Installs remaining network and endpoints and conducts testing according to plan	
Training	Conducts IOT Gateway configuration and installation training	Provides required resources to attend training	Project Manager

3.4 Closeout Stage

In this final phase, the project is prepared for internal Landis+Gyr closure and Customer is transitioned to Landis+Gyr Customer Operations as specified in Customer agreement.

Table 8. Closeout Stage Deliverables

Deliverables	Lead	Support
Customer completes testing and acceptance of the system	Customer	Landis+Gyr
The PM conducts the Customer closeout meeting, seeking written approval from Customer to make the transition	Landis+Gyr	Customer
Project Invoicing	Landis+Gyr	Customer

Table 9. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Conducts closeout, transitions customer to service desk	Accepts project by signing Self-Directed Customer (SDC) letter, attends transition meeting to service desk	Project Manager
	Ensures all invoices are delivered	Approve all invoices as planned	

4. Project Management

Our project implementation methodology is rooted in the principles of the internationally recognized Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Landis+Gyr Project and Program Managers are PMI certified as Project Management Professionals (PMPs), meaning each project leader has been trained in project management best practices and certified as project management experts.

4.1 Project Timeline

Project will start upon receipt of contract signature, all purchase orders, and resource availability. All deliverables associated with services will be completed in no more than 4 months from project start. If deliverables are not completed within 4 months, additional charges may apply depending on the reason for the delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually agreed upon by both Landis+Gyr and Customer.

The final project schedule will be mutually agreed upon by the end of the Planning Stage.

4.2 Resource Plan

The following tables outlines the expected resource requirements for Landis+Gyr and Customer by resource type:

Table 10. Landis+Gyr Resources

Resource Type	Responsibilities	Abbreviation
Landis+Gyr		
Senior Project Manager	Leads and manages project	PM
Technical Implementation Manager	Accountable for end-to-end implementation of technical solutions to meet customer requirements as well as consulting on technical domains including configuration, system performance monitoring, troubleshooting, and defect resolution	TIM

Table 11. Proposed Customer Resources

Resource Type	Responsibilities	Abbreviation
Customer		
Project Manager	Leads and manages project	PM
Field Lead	Effective provisioning, installation / configuration, operation, and maintenance of RF network hardware and software. Works with RadioShop/Tech Studio and Head End System.	Field Lead
SCADA Lead	Operate customer SCADA/EMS software and configuration. Confirm device communication to SCADA/EMS software.	SCADA Lead
IT Lead	Responsible for IT related tasks. i.e., network configuration, software configuration, server configuration.	IT Lead

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4.3 Remote or On-Site Support

The work defined within this agreement which will be provided by Landis+Gyr to Customer will be mutually agreed upon and will be fully remote.

For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.

4.4 Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process.

Depending on the extent and type of proposed changes, changes to project documentation and the communication of these changes will be required to include any approved changes into the project plan and ensure all stakeholders are notified. Types of changes include:

- Scheduling Changes: changes which will impact on the approved project schedule.
- Financial Changes: changes which will impact on the approved project budget.
- Scope Changes: changes which are necessary and impact on the project's scope which may be the result of unforeseen requirements not considered during the Planning Stage.

The Landis+Gyr Project Manager must ensure that any approved changes are communicated to the project stakeholders. Additionally, as changes are approved, the Project Manager must ensure that the changes are captured in the project documentation where necessary. These document updates must then be communicated to the project team and stakeholders as well.

4.5 Change Process Steps

- 1) Identify a needed change; Change Requestor will submit written change request to the Landis+Gyr Project Manager
- 2) Project Manager logs change in Landis+Gyr Project and Portfolio Management Tool (Project and Portfolio Management System- Daptiv)
- 3) Perform project review and impact analysis- Landis+Gyr Project Manager evaluates the change conducting a preliminary analysis on the impact of the change to risk, budget, schedule, and scope and seeks clarification from team members and the change requestor. If the change is within the approval authority of the Project Manager, he provides disposition of the change. Otherwise, the Project Manager works with both Landis+Gyr Project Management office and Customer Project Manager with the preliminary analysis

- 4) Disposition of Change Request- Customer Project Manager and Landis+Gyr Project Manager will discuss the proposed change and decide whether it will be approved based on all submitted information.
- 5) Implementation of Approved Changes– If a change is approved by the Customer Project Manager and/or Customer Sponsor and applicable Landis+Gyr project leadership, the Project Manager will update and re-baseline project documentation as necessary. This includes SOW, Schedule, and Pricing.

4.6 Change Management Responsibilities

Landis+Gyr will:

- Log all requests for change.
- Seek clarification from change requestors.
- Evaluate changes for risk, cost, schedule, and scope.
- Process requests for change at the Project level.
- Provide feedback to change requestors.
- Document changes.

Customer will:

- Request changes through Landis+Gyr.
- Seek clarification from change requestors.
- Support provision of contractual changes as needed to document changes prior to execution.
- Approve the change.

EXHIBIT B
Attachment 2

STATEMENT OF WORK
AMI IMPLEMENTATION

1. Project Overview

1.1 Purpose

This Statement of Work (SOW) defines a business transaction between City Water, Light, & Power ("Customer") and Landis+Gyr in which the latter will provide consulting services (Work) related to a specific Landis+Gyr (or "L+G") service offering or a customized service. This document establishes the Scope of the Work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

This SOW is subject to any terms and conditions in a given Master Purchase License and Services Agreement (MPLSA) between Customer and Landis+Gyr and is made a part thereof. To the extent that there are any conflicts or inconsistencies between this SOW and the MSA, the provisions of the MSA shall govern and control unless alternate provisions are expressly provided herein. This SOW supersedes any prior Landis+Gyr proposal, written or oral.

1.2 Scope

The objective of this project is for Landis+Gyr to assist Customer by:

- Providing the services, systems, and metering hardware to enable Customer to successfully deploy the Landis+Gyr Advanced Meter Infrastructure (AMI) System .

These services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

- This Scope of Work

All deliverables associated with services will be completed in no more than 8 months from contract signature date. The service duration assumes receipt of purchase orders and all required documentation at the time of contract signature. If deliverables are not completed within 8 months, additional charges may apply depending on the reason for delay. If desired, Customer may elect to extend delivery services at an additional cost. Such an extension will be managed through a formal project change process that will be mutually-agreed-upon by both Landis+Gyr and Customer.

1.3 Core Deliverables

This Statement of Work covers the following core deliverables, based on Section 0 **1.2 Scope**.

Table 3. Core Deliverables

Deliverables	Lead	Support
Project Management and Technical Delivery Services as noted in Section 3	Landis+Gyr	Customer
AMI training as noted in Section 3	Landis+Gyr	Customer
Hosted or Self-Hosted Command Center Instance for production environment	Landis+Gyr	Customer
Delivery of 25 Gateways, 386 Routers, 71850 electric meters	Landis+Gyr	Customer
System Acceptance Testing (SAT) execution	Customer	Landis+Gyr
Command Center Integrations:		
Command Center to Customer CIS	Landis+Gyr	Customer

1.4 Key Assumptions

The provisions of this Statement of Work are based on the following assumptions. If these assumptions are not valid, both the cost and schedule of this project may be impacted.

- Landis+Gyr will support Customer for Phase 1 of their AMI deployment, indicated as broken down into two phases:
 - Phase 1: Initial deployment area
 - Phase 2: Full deployment of remaining endpoints
- Landis+Gyr will provide standard integration services between Command Center and Customer's MDMS, as well as Command Center and Customer's CIS, as well as Command Center and Customer's Outage Management System; Customer will be responsible for all other integrations
- Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and/or assigned or modified.
- Customer will provide timely access to 3rd-party application integration specifications and relevant system documentation for meter reading and other interfacing systems in use by Customer (e.g., CIS, Outage, etc.).
- Customer is responsible for installation of all network equipment and electric endpoints
- Customer is responsible for procuring applicable servers and hardware for installation of Command Center according to specifications provided by Landis+Gyr (self-hosted only)

1.4.1 Out of Scope Items

The following items are excluded from the project and are considered out-of-scope for Landis+Gyr as part of this SOW:

- Command Center integration to the following Customer systems:
 - Data Analytics
- Direct management of network and endpoint installation contractor

1.5 Critical Success Factors

Critical success factors for the [Subject] are listed below to ensure expectations are managed properly between Customer and Landis+Gyr and the implementation project is successful.

- Development and active management of a mutually agreeable implementation schedule
- Development and completion of Systems Testing, Integration Testing and User Acceptance Testing cases
- Resolution of any critical “show stopping” defects.
- Availability and commitment of both Landis+Gyr and customer project resources.
- Mutual adherence to the content and proactive management of any change regarding this statement of work.
- Implementation of network and metering hardware according to Landis+Gyr specifications
- Installation of network equipment according to final network design or consultation with Landis+Gyr network design team regarding any proposed deviations from this design
- Deployment of metering endpoints in a contiguous manner

2. Project Roles and Responsibilities

2.1 Overview

In this Statement of Work, Landis+Gyr has indicated in general which party (Landis+Gyr or Customer) is responsible for various tasks throughout this project plan. The intention is that the project is a highly collaborative effort; however, specific deliverables are the responsibility of one party. In all cases, it is expected that the responsible party will be able to count on the reasonable support and assistance of the other party to help achieve each deliverable. Detailed roles and responsibilities will be defined as a result of the Planning Stage.

The assigned Landis+Gyr Project Manager will actively participate in all stages of the project and will be the point of escalation for any issues requiring escalation. Other Landis+Gyr Subject Matter Experts will also be called upon to participate periodically in various stages of the project. These roles are not called out specifically in the stages below; however, they are implied throughout and have been considered in resource plans. Weekly status updates, which summarize progress, plans, and challenges, will be provided by the Landis+Gyr Project Manager throughout the project.

3. Project Approach

The project is broken down to four separate stages:

- Initiation Stage
- Planning Stage
- Execution and Control Stage
- Closeout Stage

3.1 Initiation Stage

In the Initiation Phase, the Project Manager (PM) engages internal resources to setup the project, develops an initial understanding of project requirements, obtains internal authorization to allocate team resources to the project, and engages the Landis+Gyr project team. The key deliverables and activities for this stage follow.

Table 4. Initiation Stage Deliverables

Deliverables	Lead	Support
Meter Programs and PCA Worksheet	Landis+Gyr	Customer
Initial Design and Infrastructure Spreadsheet for Full Deployment	Landis+Gyr	Customer
POs for Services and Equipment	Customer	Landis+Gyr

Table 3. Initiation Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Validates requirements with the Customer	Reviews requirements with the L+G Project Manager	Project Manager
	Conducts internal planning, obtains resources, plans for kickoff meeting	Works with L+G PM to create agenda, provide personnel contact list for kickoff meeting	
Network Design Engineer	Develops initial design and infrastructure spreadsheet for Initial Deployment Area	Provides meter coordinates and asset information to Landis+Gyr as available	Field Services
Sales / Distributor	Conducts 1132-meter programming software training	Attends training	Meter Engineer

	Creates meter programs	Defines meter functional requirements	
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3.2 Planning Stage

In the Plan Phase, the project team prepares for project execution; including formally documenting and achieving agreement with Customer on the final requirements, final system design, and the baseline schedule. Landis+Gyr will also conduct workshops on configurations and integrations to be performed, all site surveys, and formal training.

The key deliverables and activities for this stage follow.

Table 4. Planning Stage Deliverables

Deliverables	Lead	Support
Project Kick-Off Meeting	Landis+Gyr	Customer
Project Management Plans including: Project schedule, resource plan, materials plan, communications plan, and risk/mitigation plans	Landis+Gyr	Customer
Documentation from onsite kickoff meeting	Landis+Gyr	Customer
Completion of up to 3 Gateway and 30 Router site surveys	Landis+Gyr	Customer
Final design and infrastructure spreadsheet for Initial Deployment Area based on review of field site surveys completed during the project services term	Landis+Gyr	Customer
Command Center server specifications (self-hosted only)	Landis+Gyr	Customer
Procurement of Command Center servers (self-hosted only)	Customer	Landis+Gyr
Delivery of PCA meters, network equipment for Initial Deployment Area (Phase 1)	Landis+Gyr	Customer
Command Center classroom training	Landis+Gyr	Customer
Network Deployment classroom training	Landis+Gyr	Customer

Table 5. Planning Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Program Manager / Landis+Gyr Project Team	Develops schedule, established weekly status update meeting	Coordinates with Landis+Gyr PM, attends weekly meetings	Project Manager / Customer Project Team

	Leads project kickoff meeting	Confirms agenda, provides resources	
	Manages materials flows, including PCA meter delivery	Coordinates testing and validation of PCA meters and approves for production	
Technical Implementation Engineer	Conducts Product Configuration Approval (PCA) review on meters	Coordinates internal PCA testing, approves, and places materials orders	Project Manager Meter Shop
Technical Implementation Manager	Leads workshops on IT network configuration, integration planning, test planning	Provides input to workshops	Project Manager System Admin/ AMI Admin
Field Service Rep	Assist in training for site surveys	Participates in site surveys with Landis+Gyr Field Service Rep	Field Operations
Training	Conducts Command Center, Network Deployment training	Attends Command Center, Network Deployment training	Field Operations, Head End Operations
Deployment Manager	Conduct training for site surveys	Attend training for site surveys for entire deployment area	Field Operations
Network Design Engineer	Develops final design from site surveys	Confirms acceptance of the final design; orders additional hardware as needed	Project Manager

3.3 Execution and Control Stage

In the Execution and Control Phase, the PM actively manages and controls the project delivery according to the methods described in the Project Management Plans. Specifically, Landis+Gyr will ensure Command Center is installed and functional, that the network has been deployed effectively, and that endpoint installations are running smoothly. The key activities and deliverables for this stage follow.

Table 6. Execution and Control Stage Deliverables

Deliverables	Lead	Support
Hosted or On-Premise Command Center instance and initial login credentials	Landis+Gyr	Customer
System Commissioning of Command Center	Landis+Gyr	Customer
Commissioning of network equipment, electric meters, and ensuring "Normal" status in Command Center	Landis+Gyr	Customer

Integration scope and plan, including Documentation from integration workshop, including finalized integration scope, standard integration diagram, and sample test plan	Landis+Gyr	Customer
Integration implementation, including functional Command Center extracts and/or Multispeak/CIM web service calls	Landis+Gyr	Customer
Coordination of meter and module deliveries to align to Customer's installation schedule	Landis+Gyr	Customer
Testing and acceptance of the system	Customer	Landis+Gyr

Table 7. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Technical Implementation Manager	Supports Field Tools installation	Install Field Tools	System/AMI Admin
	Configures Command Center and assists Customer with security tokens and system keys	Conducts security token and system key process	
	Leads IT network configuration	Participates in IT network configuration	
	Assists in testing and acceptance of the system, resolves technical issues as they arise	Leads testing effort and identifies issues as they arise	
Solution Architect	Leads in self-hosted Command Center installation and configuration (self-hosted only)	Assists in system access and procuring server specifications	System/AMI Admin
Technical Implementation Manager, Field Service Rep, Deployment Manager	Leads RF Network Commissioning Effort - Verifies network settings and communications - Ensures meter endpoints registration and function - Verifies network field installation	Installs field infrastructure and devices prior to Commissioning - Network and backhaul installation - Electric endpoints to provide basis for system commissioning	Field Operations / AMI Admin
	Ensures Electric endpoints are "Normal"	Installs Electric endpoints	

	and communicating in Command Center and supervises deployment activities		
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3.4 Closeout Stage

In this final phase, the project is prepared for internal Landis+Gyr closure and Customer is transitioned to Landis+Gyr Customer Operations as specified in Customer agreement.

Table 8. Closeout Stage Deliverables

Deliverables	Lead	Support
The PM issues Customer Satisfaction Survey to Customer	Landis+Gyr	Customer
The PM conducts the Customer closeout meeting, seeking written approval from Customer to make the transition	Landis+Gyr	Customer

Table 9. Execution and Control Stage Activities

L+G Resource	Services Provided	Customer Responsibility	Customer Resource
Project Manager	Conducts closeout, transitions customer to service desk	Accepts project, attends transition meeting to service desk	Project Manager

4. Project Management

Our project implementation methodology is rooted in the principles of the internationally recognized Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Landis+Gyr Project and Program Managers are PMI certified as Project Management Professionals (PMPs), meaning each project leader has been trained in project management best practices and certified as project management experts.

4.1 Resource Plan

The following tables outlines the expected resource requirements for Landis+Gyr and Customer by resource type:

Table 10. Landis+Gyr Resources

Resource Type	Responsibilities	Abbreviation
Landis+Gyr		
Senior Project Manager	Leads and manages project	PM

Technical Implementation Manager	Accountable for end-to-end implementation of technical solutions to meet customer requirements as well as consulting on technical domains including configuration, system performance monitoring, troubleshooting, defect resolution, and security	TIM
Solution Integration Architect	Leads detailed integration requirements session, provides standard APIs and specifications, provides best practices, and supports customer integration activities to facilitate integration with customer systems	SIA
Solution Architect	Provides overall strategic consulting on various existing and future technical solutions to solve customer business challenges Provides guidance for implementing all interconnected systems and the data flows between each system	SA

Table 11. Proposed Customer Resources

Resource Type	Responsibilities	Abbreviation
Customer		
Project Manager	Leads and manages project	PM
Field Services Leads/Technicians	Assist in network installation/surveys and troubleshooting backhaul issues. Additionally, Field Services will be responsible for analysis, coordination, and execution of maintenance activities relating to the RF Network (Two-way Network devices, Meters and Telecommunications) once the system is implemented.	Field Services
Meter Shop Lead	Representative for leading testing of meters before putting in field	Meter Shop
System Administrator	Effective provisioning, installation/configuration, operation, and maintenance of systems hardware and software and related infrastructure. This individual ensures that system hardware, operating systems, software systems, and related procedures adhere to organizational values, enabling staff, volunteers, and Partners	System Admin
Database Administrator	Perform database administration (DBA) activities for the AMI environments; monitors the head end and analyzes data;	Database Admin

	resolves discrepancies; generates / builds reporting for end users	
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4.2 Remote or On-Site Support

The work defined within this agreement which will be provided by Landis+Gyr to Customer will be mutually agreed upon and could be remote or onsite support.

For remote support provided by Landis+Gyr, Customer must provide adequate remote access for delivery of services described in this statement of work. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity within the Planning Stage of agreement.

4.3 Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process.

Depending on the extent and type of proposed changes, changes to project documentation and the communication of these changes will be required to include any approved changes into the project plan and ensure all stakeholders are notified. Types of changes include:

- Scheduling Changes: changes which will impact on the approved project schedule.
- Financial Changes: changes which will impact on the approved project budget.
- Scope Changes: changes which are necessary and impact on the project's scope which may be the result of unforeseen requirements not considered during the Planning Stage.

The Landis+Gyr Project Manager must ensure that any approved changes are communicated to the project stakeholders. Additionally, as changes are approved, the Project Manager must ensure that the changes are captured in the project documentation where necessary. These document updates must then be communicated to the project team and stakeholders as well.

4.4 Change Process Steps

- 1) Identify a needed change; Change Requestor will submit written change request to the Landis+Gyr Project Manager
- 2) Project Manager logs change in Landis+Gyr Project and Portfolio Management Tool (Project and Portfolio Management System- Daptiv)
- 3) Perform project review and impact analysis- Landis+Gyr Project Manager evaluates the change conducting a preliminary analysis on the impact of the change to risk, budget, schedule, and scope and seeks clarification from team members and the change requestor. If the change is within the approval authority of the Project Manager, he provides disposition of the change. Otherwise, the Project Manager works with both Landis+Gyr Project Management office and Customer Project Manager with the preliminary analysis
- 4) Disposition of Change Request- Customer Project Manager and Landis+Gyr Project Manager will discuss the proposed change and decide whether it will be approved based on all submitted information.

- 5) Implementation of Approved Changes– If a change is approved by the Customer Project Manager and/or Customer Sponsor and applicable Landis+Gyr project leadership, the Project Manager will update and re-baseline project documentation as necessary. This includes SOW, Schedule and Pricing.

4.5 Change Management Responsibilities

Landis+Gyr will:

- Log all requests for change.
- Seek clarification from change requestors.
- Evaluate changes for risk, cost, schedule, and scope.
- Process requests for change at the Project level.
- Provide feedback to change requestors.
- Document changes.

Customer will:

- Request changes through Landis+Gyr.
- Seek clarification from change requestors.
- Support provision of contractual changes as needed to document changes prior to execution.
- Approve the change.

EXHIBIT B
Attachment 3

STATEMENT OF WORK
VXCONNECT Services

1. PROJECT OVERVIEW

DESCRIPTION OF PROJECT

This Statement of Work ("SOW") details the scope of services to be provided by Landis+Gyr to assist Customer with the implementation of the VXconnect Consumer Portal ("VXconnect") consumer engagement portal solution, also referred to as VXconnect, to achieve a minimum viable product ("MVP") scope. Landis+Gyr and VertexOne will coordinate to provide services to complete the deliverables as listed in Table 1 below. This includes services for project management, implementation planning, solution design, interface configuration, and testing. The expected project duration, resource plan, and roles and responsibilities have also been provided within this SOW.

The project will commence upon receipt of the signed contract, all purchase orders, and confirmation of resource availability. All deliverables associated with the services are expected to be completed within the agreed-upon timeline. Both parties are expected to adhere to the established timeline to ensure timely completion. Should either party request a change in the project timeline, the parties will discuss and agree upon a change order if applicable.

The Landis+Gyr services as described in this SOW will be deemed successfully complete upon verification of the completion of the criteria as listed in Table 15 - Phase 1 Acceptance Criteria. All associated costs, terms, and conditions for VertexOne services are shown in Amendment No. 14 to OEM Reseller Agreement Between Accelerated Innovations LLC and Landis+Gyr Technology, Inc., between VertexOne Software, LLC (formerly Accelerated Innovations LLC) and Landis+Gyr Technology, Inc. on behalf of itself and its affiliates, as an additional document.

The scope of this project includes the following VXconnect functionality:

- ☒ Base Platform¹
- ☒ AMI Data Presentment
- ☐ Test Environment

¹Base Platform consists of the following:

- Notification Engine – text/email/push (mobile)
- Multiple Account Management
- VXconnect Widgets (Utility can create custom widgets from admin)
- Charts/Data/Property information
- Comparisons
- Admin/CSR Dashboard and Tools

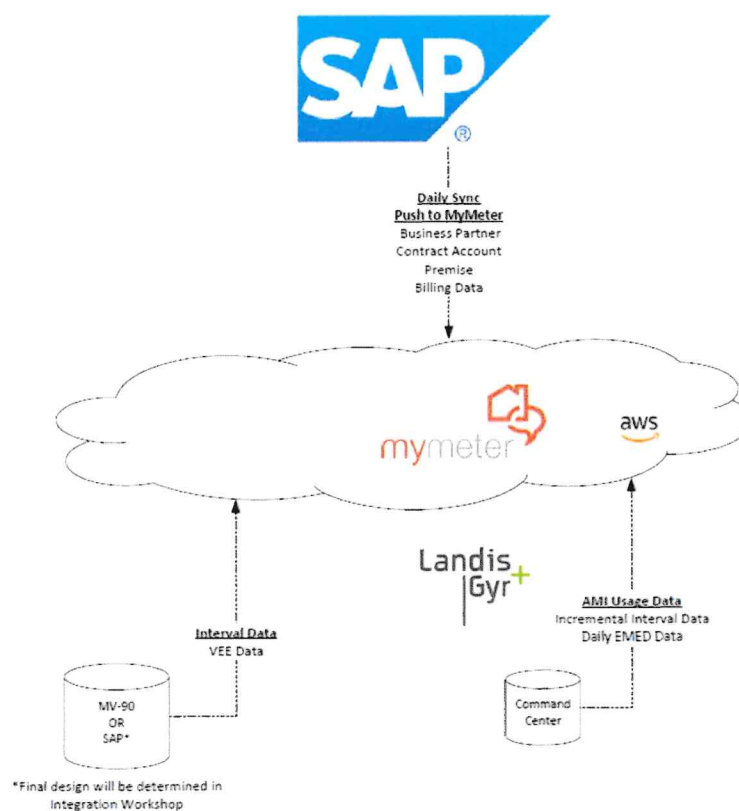
- Impersonate
- Reporting
- System Messaging
- Content Management

Refer to Appendix C of this SOW for additional details on Base Platform functionality.

CONTEXT DIAGRAM

The following context diagram (Figure 1) provides a graphical overview of the project scope.

• Figure 1. Context Diagram



CORE DELIVERABLES

This Statement of Work covers the following core deliverables.

Table 1. Core Deliverables

#	Deliverables	Lead	Support
1	Enable VXconnect Software Base Platform and Usage Presentment *Overall Phase 1 MVP scope as defined in this SOW	Landis+Gyr / VertexOne	
2	Enable Software as a Service Environments One (1) Production Environment	Landis+Gyr / VertexOne	
3	Enable VXconnect Mobile App Enable Base Mobile App	Landis+Gyr / VertexOne	
4	Project Delivery Services, as described in Table 2	Landis+Gyr / VertexOne	
5	Standard VXconnect Training Offering, "train-the-trainer" format	Landis+Gyr / VertexOne	
Integrations: Landis+Gyr and VertexOne will integrate to the systems below in order to obtain the data needed for VXconnect. The detailed data requirements and integration design will be defined and finalized during project planning and design activities. Customer will support the integrations in scope, in alignment with the a) roles and responsibilities described in this SOW and b) the mutually agreed-to integration design.			
1	VXconnect Standard File Format Integration from CIS to VXconnect.	Customer	Landis+Gyr / VertexOne
2	File-based Standard Integration from MV-90 or SAP to VXconnect. *Final design will be determined in Integration Workshop	Customer	Landis+Gyr / VertexOne
3	File based CMEP integration between AMI head end system and VXconnect using the Incremental Interval Extract.	Customer	Landis+Gyr / VertexOne

PROJECT DELIVERY SERVICES

Landis+Gyr and VertexOne will provide standard project delivery services as listed in Table 2 below) to complete the scope and meet the objectives as described within this document:

Table 25. Project Delivery Services

#	Service	Description
1	Project Management	Project management services includes the assignment of a Landis+Gyr project manager who will serve as the primary contact between Landis+Gyr and Customer, and who will be responsible for the coordination of all Landis+Gyr implementation activities and completion of all SOW deliverables.
2	Planning and Design	Planning and design services includes facilitating activities to gather and document the detailed functional requirements, technical requirements, data requirements, and integration design necessary to build, configure, and deploy the VXconnect solution.
3	Standard Software Implementation	Standard software implementation services are those services required to install, integrate (using Standard integration adapters), and fully set up the VXconnect solution.
4	Testing	Testing services includes the VertexOne completion of smoke testing activities to validate core functionalities of VXconnect are working as expected, and the Landis+Gyr and VertexOne consultation and guidance for Customer-led User Acceptance Testing (“UAT”) testing activities. Also includes VertexOne provided troubleshooting of functionality, integration and data flow related issues to/from VXconnect and Customer systems.

STANDARD TRAINING OFFERING

VertexOne will deliver one (1) remote training session to designated Customer personnel to enable effective use and administration of the VXconnect application. Training includes up to two (2) hours of instruction for up to twelve (12) participants, supported by materials such as a training checklist and user guide, and scheduled in alignment with key project milestones like user acceptance testing and production go-live. The Customer will provide the necessary logistical and technical resources to support training delivery and will designate a primary contact for coordination. For further details, refer to the Standard Training Plan section.

INTEGRATION SCOPE

VertexOne will lead overall integration activities in terms of working with Customer to define the data, messaging, and type of interfaces required at the VXconnect customer portal. For standard integrations, Customer is responsible for extracting data from its systems and integrating to VXconnect in accordance with the format and specifications as advised by VertexOne. For integration customization, VertexOne is responsible for designing and implementing custom

interfaces in accordance with Customer provided technical requirements, also defined within this SOW.

The final integration diagram for Phase 1 will be defined and documented at the conclusion of project planning and design activities and is subject to formal Customer approval. At the time of writing this SOW, the VXconnect customer portal will at least integrate to Customer systems as shown in the table below.

Table 3. VXconnect Integrations

#	System	Integration Use Case	Interface Type	Approach
1	Utility CIS ("CIS")			
1.1		Customer Data	Standard Integration File Based for initial customer load.	<u>One-Time Historical Load</u> • The Customer provides in the VertexOne standard format. • Typical approach for historical data from CIS. ◦ Active Accounts ◦ Finalized Accounts with current balance ◦ Finalized Accounts within the last fifteen (15) months, for tax purposes ◦ Non-Metered Accounts, if applicable ◦ Vacant Accounts, if applicable for new services <u>Daily Updates</u> • Daily updates will be sent to VXconnect in the VertexOne standard format. • Daily updates include items such as Name Changes, Meter Change, Service Location move in/move out dates, Rate Changes, New Accounts, etc. • The daily file will be a complete set of Customer's customers and not a delta file with only changes.
1.2		Billing History	Standard Integration File Based	• The Customer provides the required billing information in the VertexOne Standard format. This format contains billing information and usage/meter information. • Typical approach for historical data from CIS. ◦ Twenty-four (24) months of historical billing data • Updated with each billing cycle that is run each month.
2	Meter Data Management System ("MDMS")			

#	System	Integration Use Case	Interface Type	Approach
2.1		Meter Usage Data - Register Readings	Standard Integration File Based	• Post VEE data from the MDMS one time per day. • The Customer provides as per standard format with VXconnect.
2.2		Meter Usage Data - Interval Data	Standard Integration File Based	• Post VEE data from the MDMS one time per day. • The Customer provides as per standard format with VXconnect.
7	AMI Meter Usage Data			
7.1		Meter Usage Data - Interval Data	Standard Integration File Based	• The Customer or Landis+Gyr to provide Incremental Interval Extract in standard CMEP format from AMI head end system to be consumed by VXconnect every 4 hours.

***DATA REQUIREMENTS DOCUMENT WILL BE PROVIDED ON PROJECT INITIATION**

ENVIRONMENTS INCLUDED IN THE SCOPE OF THIS SOW ARE SHOWN IN TABLE 4 BELOW. VERTEXONE WILL PROVIDE ALL REQUIRED IT INFRASTRUCTURE AND ANCILLARY SOFTWARE REQUIRED TO HOST THE VXCONNECT SYSTEM WITHIN THESE ENVIRONMENTS, AS AGREED TO AND DESCRIBED IN THE TERMS AND CONDITIONS OF THE EXECUTED SAAS AGREEMENT. VERTEXONE WILL ALSO INSTALL THE LATEST VXCONNECT SOFTWARE VERSION THAT IS COMMERCIALY RELEASED WITHIN ALL ENVIRONMENTS IN SCOPE. DURING THE PROJECT, VERTEXONE WILL WORK WITH THE CUSTOMER TO FURTHER DETAIL THE PRODUCT RELEASE SCHEDULE (PATCHES, FUTURE VERSIONS, ETC.) TO ENSURE THAT TIMING DOES NOT NEGATIVELY IMPACT SCHEDULE. ANY ADJUSTMENTS TO THE SCHEDULE AS A RESULT OF PRODUCT RELEASE TIMING WILL BE MUTUALLY AGREED TO. CUSTOMER IS RESPONSIBLE FOR DECIDING HOW MANY METERING ENDPOINTS TO USE FOR TESTING IN THE TEST ENVIRONMENT. INSTALLING AND ENERGIZING THE METERING ENDPOINTS THAT WILL BE UTILIZED FOR TESTING WITHIN THE TEST ENVIRONMENTS IS ALSO A CUSTOMER RESPONSIBILITY. ENVIRONMENT SIZING BELOW IS IN ALIGNMENT WITH THE TERMS AND CONDITIONS OF THE SAAS AGREEMENT. CHANGES TO ANY ENVIRONMENT REQUIREMENTS WILL FOLLOW THE CHANGE MANAGEMENT PROCESS.

Table 4. Initial Environment Description

Environment	Description	Number of Meters
Production	The target environment where the full business requirements will be implemented and utilized by the Customer end users for day-to-day operations.	71,850

PRODUCTION CUTOVER PLAN

Customer, with assistance from Landis+Gyr / VertexOne, is responsible for preparing a comprehensive production cutover plan. The cutover plan may include details such as the environment(s) to use for testing, the environment to use production for cutover, what integrated VXconnect functions will be used during cutover, and how interfaces will be exercised during cutover. Decisions on what environment to use for testing is a Customer responsibility. VertexOne has provided high level and typical uses of environments in Table 4 above. Defining the overall test strategy and detailed test plan is also a Customer responsibility. VertexOne agrees to abide by the service levels and metrics as defined in the SaaS Agreement, and as per the applicable VXconnect environment, throughout execution of the test strategy and test plan. VertexOne will support Customer in defining the cutover plan by providing consultation and subject matter expertise as it pertains to VXconnect in scope interfaces and functionality.

KEY CLARIFICATIONS

The provisions of this Statement of Work are based on the following key clarifications:

- VXconnect functionality will align with the requirements described in this SOW. Any requirements beyond what is described herein are excluded.
- VertexOne assumes there will be a CIS test instance configured with functioning metering endpoints to allow for development and validation of integrations prior to implementation of production (if applicable).
- Landis+Gyr, VertexOne, and Customer will dedicate proper resources to complete the project tasks described in this document as outlined in Section 4.
- Customer is responsible for extracting data from CIS and integrating it to VXconnect in accordance with the Standard format and specifications as advised by VertexOne.
- VertexOne will work directly with Customer and their designated consultants and/or vendors to define the needed integration design and workflow between CIS and VXconnect to fulfill the requirements of this SOW.
- Customer will assign a lead individual as a primary point of contact who will work directly with VertexOne throughout execution of this SOW and coordinate any required Customer side activities.
- Unless mutually agreed upon otherwise, and documented within this SOW, a combination of standard interfaces and interface Customizations will be used to produce the deliverables within this SOW.
- Customer will provide VertexOne a copy of their system integration test and/or user acceptance test plan for this project. At a minimum, these plans should include the identification of critical requirements and test cases that are critical for Customer's production go-live. These plans will be provided to VertexOne upon completion of planning activities and before entering testing.
- VertexOne agrees to provide a copy of standard sample tests that Customer can reference and use for validating VXconnect.

- Product and/or integration changes, Customizations, and enhancements not defined within this SOW and that require additional or separate work efforts by VertexOne will be scoped and estimated as a change order and may incur additional cost and schedule to complete.
- After acceptance of the Phase 1 Acceptance Criteria as described in this SOW, further and on-going technical support of the VXconnect will be transitioned to VertexOne standard support services, in accordance with the terms and conditions of the SaaS Agreement.

SERVICE EXCLUSIONS

The following items are excluded from the VXconnect project and are considered out-of-scope for VertexOne as part of this SOW:

- Material items pertaining to functionality not included in this SOW.
- Material integration activities not defined in Table 1 of this SOW.
- VertexOne VXconnect components and application extensions which are considered optional and additional to the base product and are not already captured in this SOW.
- Requirements and testing that are not reasonably aligned with the scope and deliverables described in this SOW, and that are outside the mutually agreed-to requirements traceability matrix and test plan/test cases.
- Material requirements for documentation, training, and/or reports customizations not already captured in this SOW.
- Requirements for VertexOne that are considered responsibilities of a System Integrator. These requirements are things such as, but not limited to, business requirements analysis, business process development, data creation, data quality cleanup, configuration and/or development of interfaces originating at Customer systems, and development of test scripts.
- Extended technical support from VertexOne project delivery resources after completion of the SOW deliverables, unless otherwise agreed upon in a separate support agreement.
- Any on-site support. Should the Customer request on-site support, then this will be provided as per a mutually agreed upon SOW.
- Any other requests for services and deliverables that will cause a material increase in the labor or costs of VertexOne that are not included within this SOW.

2. PROJECT ROLES AND RESPONSIBILITIES

LANDIS+GYR/VERTEXONE RESPONSIBILITIES

Landis+Gyr / VertexOne agrees to abide by the following responsibilities throughout the execution of this SOW:

- Provide project delivery services to fully install, integrate, and configure VXconnect, in accordance with Customer's requirements as documented within this SOW.

- Work with the Landis+Gyr project manager to act as the primary point of contact, provide oversight of the SOW execution, and schedule and manage VertexOne resources and activities. Customer will have the opportunity to review suggested PM credentials.
- Develop and maintain an overall project schedule, in mutual agreement with Customer.
- Lead and conduct one (1) project kickoff meeting along with one (1) requirement workshop (an approximately four (4) hours total duration) for the purposes of:
 - Setting expectations for the VXconnect functionality scope.
 - Communicating data and integration requirements; and
 - Discussing and reviewing technical specifications.
- Document requirements captured from the requirement workshop, assess for impact and technical implementation, determine the needed VXconnect interface configuration, and prepare an integration diagram.
- Acquire all SaaS cloud environment components, including but not necessarily limited to:
 - Server hardware.
 - Data storage equipment; and
 - Software licenses
- Install and configure the VXconnect application software along with other ancillary third-party software that is required to operate the application.
- Conduct smoke testing to validate basic and core functionality of VXconnect prior to handing over to Customer.
- Provide training services as described in the Standard Training Section.
- Participate in testing activities as described in the Testing Section.
- Provide a Secure File Transfer Protocol (“SFTP”) site to securely transfer files between VertexOne and Customer.
- Provide an automated, scheduled file transfer mechanism for picking up data file extracts placed at the VertexOne SFTP and delivering them to VXconnect.
- Configure all required VertexOne side IT network access for Customer users to connect to a VertexOne provided SFTP and the VXconnect application.
- Configure the VXconnect data loader and integration configurations to import usage data and customer data, as well as complete other pertinent application-related configurations.
- Manage, monitor, and control changes to the project scope and schedule via documented change management procedure.

CUSTOMER RESPONSIBILITIES

In order to ensure the success of the Services, Customer agrees to the following responsibilities:

- Assign a project lead who will work directly with VertexOne throughout execution of this SOW, coordinate Customer side activities, and oversee that the Customer responsibilities are carried out.
- Ensure business process owners and subject matter experts attend and participate in the project kickoff and requirements workshop.
- Facilitate VertexOne access to resources, consultants, and/or vendors in order to define the technical details needed to integrate VXconnect with Customer systems.
- Define systems of record / data source systems for data elements required by VXconnect and provide data sets from Customer systems, in alignment with Table 1.
- Where deemed appropriate, develop data file extracts from Customer systems and automate for continual delivery to VXconnect, as described in Table 14, to include ensuring that the content and format abides by provided VertexOne's specifications, and any needed modifications and corrections to address data quality related issues. Where the Customer deems data file extracts are not appropriate, web service calls/APIs will be provided following CIS protocol, as described in Table 14.
- Identify VXconnect administrators so that application access roles and permissions can be managed and maintained.
- Participate in the VXconnect training.
- Assign testers, manage and perform testing activities, document testing results, promptly notify VertexOne of Errors, as well as resolving any errors and exceptions originating at Customer systems and interfaces.
- Respond promptly to VertexOne requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for VertexOne to perform the services in accordance with the requirements of this SOW.

3. REQUIREMENTS

FUNCTIONAL REQUIREMENTS

VertexOne will configure and deploy VXconnect to meet the following Customer functional requirements / use cases.

3.1.1. Phase 1

To be delivered as part of this Statement of Work (SOW).

Table 6. Functional Requirements – Phase 1

#	Description
	Base Platform and Usage Presentment

#	Description
1	Configure the following VXconnect URLs and e-mail addresses, as applicable: a) VXconnect URL portal address, b) Utility contact us address, c) VXconnect feedback address, and d) Alert from address.
2	Implement basic branding of the portal to match the Customer website (logo and colors)
3	Import customer, and billing/usage data from CIS on an on-going, daily basis and display within the VXconnect user interface • Customer data • Monthly billing data
4	Load up to thirteen (13) months of historical data from MV-90 or SAP* to VXconnect - • 15-minute interval data ○ Aggregate the 15-minute data to 30-minute, hourly, and daily *Final design will be determined in Integration Workshop
5	Implement the following units of measure for display in VXconnect, as available in the usage data sent from CIS and MV-90 or SAP to VXconnect - • kWh • kW
6	Provide standard setup of the VXconnect landing page
7	Enable the Customer Service Representative dashboard screen, which depicts a snapshot of user and site statistics • Provide the ability to search for customers by parameters such as account number, name, and meter number (limited by what is available via the Customer Data file)
8	Enable Impersonate Mode, which allows Customer Service Representatives to see the same screens as the customer portal end users
9	Provide standard setup of the VXconnect dashboard – a) Charts View, b) Data View, and c) Property View
10	Provide the ability to display a chart with a user-defined timeframe of usage (day, month, year)
11	Provide the ability to display comparisons against historical usage within a user defined timeframe (dependent on the granularity of data available for that meter). Comparisons can also include weather data (Temperature, Humidity, Precipitation, etc.), neighborhood usage, and utility average usage
12	Provide ability for customer to download their usage data in .csv format or Green Button format http://energy.gov/data/green-button

#	Description
13	Provide meter grouping functionality, which allows a customer with multiple properties to create a virtual meter group and see an aggregate view across the different meters associated with those multiple properties.
14	Provide standard setup of VXconnect widget functionality
15	Enable the Administrative view of VXconnect and applicable reports
16	Provide the ability for Customer personnel to access VXconnect in order to perform administrative type tasks via a separate account from the customer portal end users
17	Provide standard setup of roles and privileges which controls what specific VXconnect areas and functionality end users have access to
18	Provide the ability for VXconnect administrators to manage system users (create, edit, delete users) and assign system users to roles and privileges
19	Enable standard screens for the user registration process which allows customers to obtain access to the consumer web portal (Name on Account, Account Number)
20	Provide the ability for customers to manage their user profile and reset their password
21	Provide the ability for customers to receive notifications via email or text about their usage based on configurable usage thresholds
22	Provide the ability for the Customer Service Representative team to access customer data through a separate (Admin) sign in
23	Implement Google Analytics tied to Customer utility ID (if available) to view analytical information regarding end user interactions with VXconnect
24	Provide integration with CIS for customer self-service options as defined in this SOW (update phone, email, start/stop/transfer, etc. (if applicable).
25	Set up standard VXconnect alerts (e.g., Usage Threshold, Weekly Summary, etc.).
26	Enable agreed upon VXconnect Mobile App (Base, or Branded App).

4. PROJECT APPROACH

PROJECT INITIATION

The Project Initiate phase begins as soon as this SOW is fully executed and the necessary resources from the Parties are aligned. We will begin by developing the project charter, reviewing the Phase 1 Statement of Work (SOW), and assigning the team members to the project. Identifying the Minimum Viable Product (MVP) for the initial release, as well as features to be prioritized for the subsequent phases is an important aspect to this phase. Our internal process is to communicate the initial scope of the project and communicate initial timelines.

The deliverables for this phase are as follows:

Table 6. Project Initiation Deliverables

Deliverables	Lead	Support
Completion of SOW for Phase 1	Landis+Gyr VertexOne	Customer
Project Charter	Landis+Gyr	Customer

The benefit to this phase is to ensure all the team members understand the initial scope of the project to begin the planning phase.

PLANNING PHASE

When the Phase 1 requirements are agreed to and signed off by the Parties, the project schedule is edited, risks identified, and communication plans put in place. The scope of the MVP is agreed to at this point to ensure we are all working toward the agreed-upon plan. In the event that additional scope is introduced, we will add these items to the Action Tracker and adhere to Change Management Process as described in this SaaS Agreement. The teams will work together to determine the impact to the plan (scope, schedule, resource, budget) and determine when this work will be completed (existing or subsequent phases). No work on new and additional scope shall proceed without an approved Change Order.

The deliverables for this phase are as follows:

Table 7. Planning Phase Deliverables

Deliverables	Lead	Support
Project Schedule	VertexOne/Landis+Gyr	Customer
Initial Action Tracker/Risk Log	VertexOne/Landis+Gyr	Customer
Communication Plan	VertexOne/Landis+Gyr	Customer
Project Kickoff Meeting	VertexOne/Landis+Gyr	Customer
Requirements Gathering Sessions	VertexOne/Landis+Gyr	Customer
Integration Workshop	VertexOne/Landis+Gyr	Customer
Integration Diagram	VertexOne/Landis+Gyr	Customer

The benefit to the planning phase is to ensure the requirements are agreed to, and that the project schedule and supporting processes are clearly defined. We feel it is an important step as we move to the Execute & Control phase to ensure both teams start with the same expectation.

EXECUTE & CONTROL

The SOW is broken down into requirements and tasks and entered into our project tracking system used to manage software lifecycle activities (i.e. Azure Dev Ops) to service as our single point of truth for the project. This is where our implementation and development teams manage and track all their work daily, and where our Project Managers run reports to ensure we remain on schedule.

As mentioned previously, clear and transparent communication is key to any successful project, and it is something we strive to be great at. The VertexOne team will schedule weekly status meetings to communicate status as well as issues/risks associated with the project. It is important to note that we will facilitate communication and escalate issues outside of the meeting for any critical path items to ensure the scope and schedule remain on track and decisions are made as efficiently as possible.

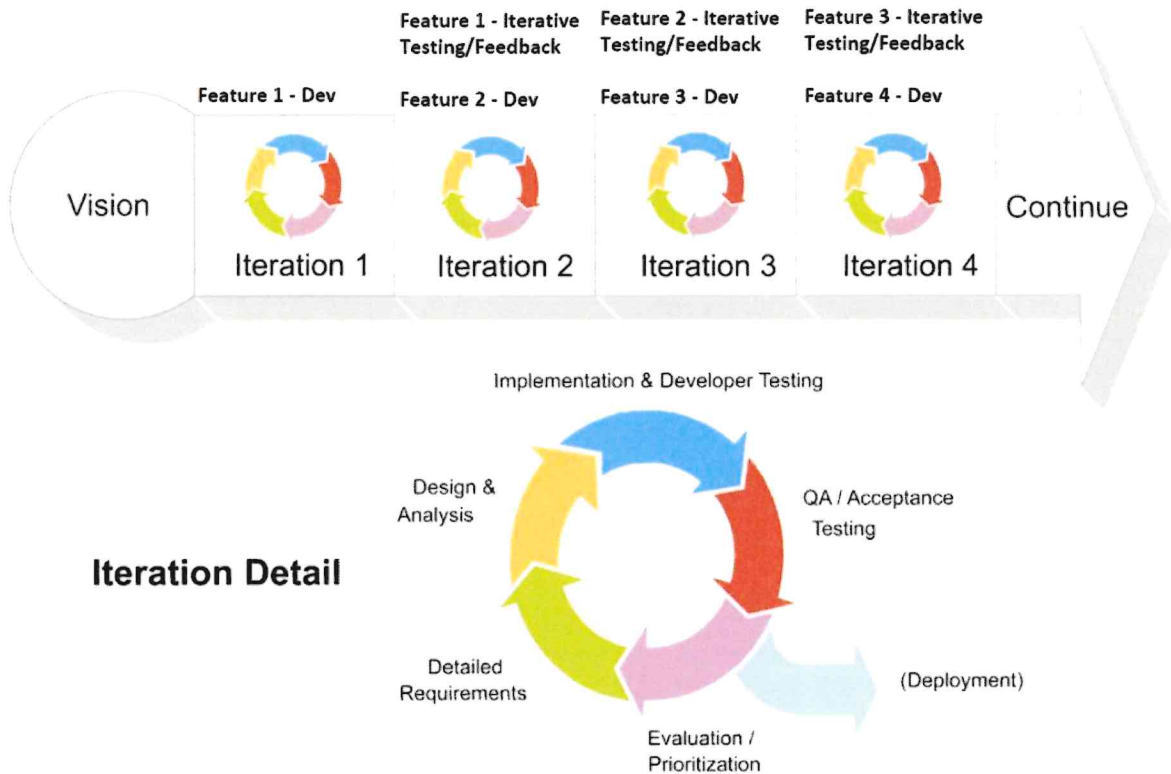
It is important to note that VertexOne uses a single code base for the VXconnect product. We believe that many of the issues that utility teams face are not unique to that individual utility, and the solutions to these issues should be part of our standard code base. This typically aligns with Customer's request to limit customization and focus on enhancing business processes to increase efficiencies whenever possible.

We feel the integrated approach with Azure Dev Ops is one way that we increase efficiency and transparency of the project, going to the tool that the implementation and development teams utilize to draw data from to communicate status.

The deliverables for this phase are as follows:

Table 8. Execution & Control Deliverables

Deliverables	Lead	Support
Provision VXconnect Test Instance	VertexOne/Landis+Gyr	Customer
Configuration of VXconnect Test Instance	VertexOne/Landis+Gyr	Customer
Integration Development with CIS	Customer	VertexOne/Landis+Gyr
Weekly Status Updates	VertexOne/Landis+Gyr	Customer
Updated Action Tracker/Risk Log	VertexOne/Landis+Gyr	Customer
Iterative Feedback and VXconnect Configuration.	Customer	VertexOne/Landis+Gyr



TRAINING PLAN

VertexOne will provide training to designated Customer personnel, including those responsible for training other Customer personnel, that will allow them to utilize VXconnect for day-to-day operations and application administration. Customer is also authorized to record training and may continue to use the recordings and training material for internal business processes. VertexOne uses a “train the trainer” approach and will support the utility in the training of their team throughout the project. Since VXconnect is a SaaS offering, the VertexOne team will ensure that newly released functionality is communicated to the Customer team on a regular basis via the VXconnect Users Group meeting.

VertexOne will deliver training remotely to Customer. The recommended class size is up to twelve (12) people. Remote training includes up to two (2) total hours of training for Customer participants (using the utility’s VXconnect environment/data) and is conducted over a delivery method such as Microsoft Teams. Participants will be trained on the VXconnect topics as shown in Appendix B. Please note that VertexOne also provides a VXconnect overview during project kickoff and start of project planning/design activities. VertexOne will provide a training checklist as well as the VXconnect User Guide in digital format (e.g. PDF) as part of this training. Additional training will be made available by VertexOne upon request by the Customer via the Change Management process as defined in the SaaS Agreement.

The exact timing for delivery of training will be determined during project planning and design activities and will be documented within the overall project schedule. Typically, this classroom training is recommended to be performed as close as possible to production go-live, or right before

user acceptance testing activities. All provided training is relative to the VXconnect functionalities enabled and data that is loaded into VXconnect.

Please note that throughout the project, and outside of the standard training offered in a classroom environment, VertexOne will also provide ad-hoc, general VXconnect system and operational knowledge transfer to Customer personnel, specifically the project stakeholder, as part of the “train the trainer” approach.

As part of the Customer’s Operational Change Management (OCM), VertexOne will provide clarity on VXconnect functionality as it relates to business process development, as needed.

4.1.1. Training Resource Requirements from Customer

Customer agrees to provide the following resources to support VertexOne in delivery of the VXconnect standard training offering:

- A conference room or virtual location conducive to classroom style training.
- An LCD projector or a means to display the VXconnect application on a large screen(s), as required.
- A flip chart or whiteboard, as required.
- If applicable, meals for all attendees and the instructor during the training session, as required.
- Personal computers for each attendee, with the capability to log in and access the VXconnect application so that attendees can follow along with the trainer.

4.1.2. Training Services

VertexOne will provide training that encompasses the following core training responsibilities:

- Provide an instructor certified for VXconnect end user and application administration instruction.
- Provide the training agenda in electronic format.
- Be prepared to answer all reasonable questions presented by Customer personnel during the training process or provide a timeframe to follow up with responses to questions that require more research.

Customer agrees to provide a primary contact in which the VertexOne instructor and project manager can coordinate training logistics.

TESTING

VertexOne uses an Agile approach for the implementation of VXconnect as well as the development, testing, and error resolution of Customizations/integrations. As we provision the test instance of VXconnect for the Customer and implement the in-scope integrations it is expected that

Customer will provide resources (as outlined in Table 14) to assist in testing those integrations and providing feedback as they are implemented. This ensures a rapid feedback loop to identify and resolve any issues for those specific integrations. Throughout the testing and as new features or fixes are introduced in a release, regression testing will be performed to validate that existing features continue to function as expected.

Prior to testing, the Customer will develop a Test Plan which will be shared with VertexOne for feedback to ensure alignment to the overall testing methodology.

Month	1	2	3	4	5	6	7	8	9	10
Iterative Testing and Feedback										
Functional Testing										
System Integration Testing										
User Acceptance Testing										

The stages of testing that will be performed during the project include:

Table 9. Testing Phases

Phase	Description	Lead	Support
Smoke Testing	Validation to ensure core functionalities of VXconnect are working as expected. This includes happy path integration testing to ensure no errors are returned from the 3 rd party system. This testing is done in advance of any Customer testing.	Landis+Gyr / VertexOne	Customer (3 rd party system validation)
Functional Testing	Validation to ensure solution meets core functional requirements/ specifications.	Customer	Landis+Gyr / VertexOne
System Integration Testing	Validation to ensure successful integrations, import/export, SSO, between VXconnect and other systems. Typically occurs after Functional Testing.	Customer	Landis+Gyr / VertexOne
User Acceptance Testing	Validation to ensure that the solution fulfills business requirements and can be used by end-users. This includes verification that related utility business processes are conducted successfully.	Customer	Landis+Gyr / VertexOne

The list of base test cases will be provided on project initiation. Further test cases will be developed by the Customer with feedback provided by VertexOne.

The following roles and responsibilities matrix will be reviewed, modified, enhanced with more details, and finalized during the project Planning Phase.

Table 10. Testing Roles & Responsibilities

Organization	Title	Responsibilities
VertexOne	Project Manager	Oversees testing support; reports progress or errors as required
VertexOne	Implementation Specialist	- Provides support to testing activities and resolves errors. - Assists in testing initial releases of feature development against the requirements for that feature. - Perform initial testing of the integrations. - Provide consultation and technical support for Customer led testing and verification of the VXconnect functionality. - Perform regression testing on the VXconnect functionality with each release. - Participate in system integration testing to validate proper operation of VXconnect as it relates to integration with CIS and Payments processor side interfaces. - Track Defects raised during Customer testing and verification and provide resolutions in accordance with the terms and conditions described in the SaaS Agreement.
Customer	Test Lead	- Creates Test Plan. - Provides iterative feedback to the VertexOne team for issue resolution. - Oversight of Customer testing activities. - Joint responsibility for coordination of Error resolution. - Creation of Test Summary Report. - Assists in testing.
Customer	Testing Analyst	- Assists in initial integration testing (part of smoke testing) to ensure the expected result in the third-party systems (e.g., CIS). - Performs testing and documents results. - Provides iterative feedback to the VertexOne team for issue resolution.

ERRORS & MITIGATION

For the purposes of testing, an Error is as defined in the SaaS Agreement. The Errors identified during testing are created, assigned, tracked, and resolved on a regular basis in the Action Tracker in accordance with the testing criteria.

Issue tracking and the appropriate remedy process will use the following guidelines:

- Execution of defined and approved Test Cases
- The Parties will jointly create and maintain an Action Tracker to capture and track all errors identified in the testing process
- Errors will be fully documented and prioritized by the responsible testing party in the Action Tracker
- The Parties' Test Leads shall assist in the coordination of Error resolution as well as the prioritization of severity of each issue. Each party shall have ready access to the Action Tracker and detailed test results

Error severity and priority levels are defined in the SaaS Agreement. VertexOne will manage all Customer reported Errors in accordance with the terms of the SaaS Agreement. Severity and priority levels will be assigned to reported Errors and documented in the Action Tracker. Overall progress to reach a path to Error resolution will also be tracked and documented in the Action Tracker.

DEPLOYMENT

VXconnect is a SaaS offering with a single code base supporting multiple utility customers via configurations. VertexOne uses an Agile approach for the Implementation of the VXconnect solution. We will start with provisioning the VXconnect test instance, develop the integrations with CIS for the customer, and billing data and iteratively work with the Customer team on configurations.

The test instance is then copied to the production environment, allowing the final configurations to occur to point to the production Customer environments.

Table 117. Deployment Deliverables

Deliverables	Lead	Support
VXconnect Production Environment	Landis+Gyr / VertexOne	Customer
Configuration Comparison via spreadsheet to compare test and production	Landis+Gyr / VertexOne	Customer
Go-Live Cutover Plan	Customer	Landis+Gyr / VertexOne

WARRANTY PERIOD – TRANSITION TO SUPPORT

After Phase 1 Customer Acceptance criteria have been met, as described in Section 6.5, and a 30-day support cycle by the implementation team, the project will be formally transitioned to our Support team.

Table 12. Transition to Support Deliverables

Deliverables	Lead	Support
Implementation to Support Handoff Meeting	Landis+Gyr / VertexOne	Customer
VXconnect Support Guide	Landis+Gyr / VertexOne	Customer

5. PROJECT MANAGEMENT

SCHEDULE

Services will begin when this SOW is fully executed, and resources are aligned. All deliverables associated with these VertexOne services are roughly estimated to be complete in no more than ten (10) months from SOW signature date.

This duration assumes receipt of a purchase order and required approval documentation at the time of contract signature.

RESOURCE PLAN

The following tables outline the minimum expected resource requirements for the Services to be successful.

Table 13. Landis+Gyr and VertexOne Resources

Resource Type	Responsibilities
Landis+Gyr and VertexOne	
Landis+Gyr Project Director	Monthly check-ins will be part of a routine communications strategy, with the ability to escalate significant issues to Landis+Gyr executives as determined by the customer (impacts to budget, timeline, scope, etc.).
Landis+Gyr Project Manager	Leads and manages projects. Ensures the Landis+Gyr deliverables and responsibilities as described in this SOW are completed.
VertexOne VXconnect Implementation Specialist	Acts as the primary interface with customers for delivery of the VXconnect solution, system integration activities, testing, training, and issue support. Subject matter expert for VXconnect functionality. Defines the technical architecture, solution requirements, and integration design specifications that are in alignment with customer use cases
Landis+Gyr MDMS Integration Architect	Accountable for configuring MDMS side interfaces.

Table 148. Customer Resources

Resource Type	Responsibilities
Recommended resource types for Customer	
Project Manager	Single point of contact for overall scheduling and for coordinating resources and issue escalation for customer side items. Ensures all customer key stakeholders and subject matter experts are included throughout SOW execution, as applicable.
IT Lead	Lead for advising how VXconnect is to be deployed given Customer's IT environment and policies. Assists with configuring, testing, and automating interfaces and secure file transfer mechanisms from customer data source systems to VXconnect.
CIS Lead	Generates file data extracts as per VXconnect data requirements.
Test Lead	Responsible for the development of the Test Plan and oversight of Customer testing activities.
Testing Analyst(s)	Responsible for testing VXconnect processes, screens, integration, and tracking/documenting the test results.
VXconnect Operators	Typically, members of the Customer Service Representative team. Expected to use VXconnect on a day-to-day basis and participates in testing and verification activities.
Business Analyst	Provides guidance, requirements, and decisions as to how the deliverables fit within the strategy of the customer's respective business areas. Solicits input from subject matter experts and provides business requirements.

REMOTE SUPPORT

The Services defined within this SOW that is to be provided by VertexOne to Customer will be 100% remote. If on-site support is required after execution of this SOW, then Customer will be responsible for the associated travel and expense costs.

CHANGE MANAGEMENT

If changes are requested by either party, VertexOne or Customer following the Effective Date, VertexOne and the Customer should follow the Change Management Process as outlined in the SaaS Agreement.

PHASE 1 ACCEPTANCE CRITERIA

Phase 1 Acceptance Criteria for the Services is defined below Table 15. The Services per this agreement will be deemed successfully complete when the Phase 1 Acceptance Criteria is met as defined.

Table 15. Phase 1 Acceptance Criteria

Ref No.	Required Outcomes	Measurement Metrics	Additional Criteria
1	Resolution of Severity Level ("Sev") 1 or Sev 2 Errors	Per Service Level Agreements in the SaaS Agreement. Includes immediate re-execution of failed test cases.	
2	Completion of Training	Training described in the Standard Training Section has been completed.	
3	Completion of User Acceptance Testing	Test cases have been completed successfully and/or have a mutually agreed upon path to final resolution.	Test results have been analyzed and documented. Test summary report is completed.
4	Document Deliverables	All deliverables listed in Appendix A have been delivered to the Customer.	
5	Completion of Production Cutover	Production cut over is completed or VXconnect is considered go-live ready (in the event the Customer decides to delay go-live) successfully in accordance with the production cutover plan.	
6	Transition to the VertexOne Standard Support Procedure for on-going maintenance	Completion of a transition review meeting between VertexOne and Customer.	Transition meeting scheduled upon successful production cutover.

CHANGE NOTICES

The parties agree that any changes to the Order will be governed by the Change Management Process of the Agreement.

APPENDIX A - DELIVERABLES

Ref No.	Deliverable	Description	Acceptance Criteria
1	Initial Project Schedule	Project schedule that includes Client work to deliver the project. Includes the Client provided input. Outline levels 1-3 will be accurate for the entire project, with level 4 and below tasks detailed for the next 60 to 90 days. Client feedback into the schedule is required throughout the project. This initial schedule will be baselined once approved.	- Initial project schedule with preliminary timeline defined and reviewed with Client
2	Baseline Project Schedule	Outlines the mutually agreed-upon timeline for all major phases, milestones, and deliverables of the project. It is developed jointly by the project stakeholders (e.g., Vendor and CLIENT) and is set as the approved schedule for tracking project progress. Changes to the baseline project schedule will follow the Change Management Process	- The schedule reflects the agreed upon scope - Major phases with associated durations and milestone completion dates clearly defined - All deliverables and their scheduled completion dates as well as criteria for milestone acceptance defined - All tasks for the entire project, including client tasks included - Dependencies and assumptions that underpin the schedule are included
3	VXconnect Data Integration Load	The VXconnect Data Integration Load is the process of importing all required data into the VXconnect platform to enable configuration, integration, testing, and eventual go-live of the solution. It is foundational for ensuring the system is ready, accurate, and aligned with project requirements. The data is loaded after completeness and accuracy check is completed.	- Data passes completeness and accuracy checks and any errors are identified and resolved prior to final acceptance by CLIENT - Data load is validated and matches the source data with all transformation logic and mapping validated - Defects recorded in defect log
4	VXconnect Configuration	Specifies all integration points, data flows, mapping, and configuration for VXconnect. This ensures that all requirements for the customer portal required to enable the related VXconnect functionality that is in scope are met and all configuration decisions made.	- Aligns with project scope - Configuration enables the required VXconnect functionality

Ref No.	Deliverable	Description	Acceptance Criteria
5	VXconnect User Profile Migration Load	A one-time process that transfers existing user profiles, including usernames and relevant profile data, from the previous legacy portal into the new VXconnect platform. This migration ensures a seamless transition for customers, allowing them to access the new portal using their established usernames. Upon first login to VXconnect, users may be required to set a new password for security reasons, often through a one-time password reset process	-All active user profiles from the legacy portal are included in the migration, with no missing records - Usernames and associated profile data (e.g., contact information, account numbers) are accurately transferred and mapped to the correct fields in VXconnect - Users can log in to VXconnect using their legacy portal username - Upon first login, users are prompted to set a new password via a secure, one-time password reset process
6	Core Team Training	Core team training for VXconnect is designed to equip the project's core team members (such as customer service personnel, management, and trainers) with the knowledge and skills needed to use and support their customers on the VXconnect platform. This training is typically delivered remotely by Vendor and covers the platform's features, configuration options, and operational procedures. The curriculum includes hands-on sessions, demonstrations, and practical exercises focused on both the customer portal and utility portal functionalities. Trainers responsible for delivering end-user training also participate in these sessions to ensure consistency and effectiveness in subsequent training phases.	-All relevant VXconnect modules and features are included in the training curriculum (customer portal, utility portal, analytics, configurations, communications, etc.). - Trainers responsible for end-user training participate in core team training - Training includes hands-on exercises and practical scenarios to ensure participants can apply what they learn. - All designated core team members attend and complete the training sessions
7	Cutover Plan and Checklist	Day by day plan for the weeks leading up to go-live and hour by hour plan for the days leading up to go-live and immediately following. Should include all activities, regardless of who executes them. This deliverable item represents the final plan and checklist. It is complete when ready for go-live.	-List of all activities to be completed during cutover to production and immediately after -Manual and automated activities, communication activities, configurations, validations, etc.. -Timing of activities, contact information and any other needed information - Reviewed and approved by all teams with cutover responsibilities

APPENDIX B – VXCONNECT TRAINING

Course Name:	1.0 Customer Portal	
Audience:	Customer Service Personnel including Management	
Course Objective:	Session focused on teaching customer service personnel how to assist customers in registering a new Customer Portal profile, understanding key self-service features, navigating the VertexOne Customer Portal, and managing Customer Portal profiles. **The is a prerequisite course to all Utility Portal and Add-On Portal courses.	
Course Format:	Virtual Instructor-Led	
Topics Covered:	Customer Portal (Login Page, Forgot Username/Password, Registering a Customer Portal Profile, Pay Bill as Guest, Online Forms/Service Requests)	0.75
	Customer Portal (Viewing Multiple Accounts, Portal Notifications & Promotions, Account Icons, Widgets, Billing History, Usage Insights, Payments, Documents, Messages, Live Chat, and Managing Profile Information & Account Notifications)	1.25
	Managing Customer Profiles/Accounts (Accessing Utility Portal, Account & Profile Searches, Managing Customer Information, Proxy Logins, Sending Messages, Audit/History Log, and Customer Activity History)	0.50
Duration (Hours):		2.50

Course Name:	2.0 Utility Portal - Communications	
Audience:	Customer Service Personnel (Management)	
Course Objective:	Session focused on meeting the needs of customer service managers who send direct communications to customers in the form of letters, emails, sms, and voice calls. Participants will also learn how to view, create and manage Portal Notifications, Portal Promotions, and Documents. Last, participants will learn how to manage all Live Chat and Chat Bot features.	
Course Format:	Virtual Instructor-Led	
Topics Covered:	Communications (Managing Lists, Managing Communication Templates, Sending Communications, Communication Queue, and Template Statistics)	1.00
	Inbox (Managing & Sending Messages)	0.50
	Portal Notifications (Viewing, Creating & Managing)	0.50
	Portal Promotions (Viewing, Creating & Managing)	0.50
	Documents (Viewing, Managing & Uploading)	0.50
	Live Chat (Permission Levels, Managing Chats, Viewing User Details & Chat History, Managing Snippets, Chat Reports & Managing Agent Settings)	0.50
	Chat Bot	0.50

Duration (Hours):		4.00

Course Name:	3.0 Utility Portal - Analytics & Configurations	
Audience:	Customer Service Personnel (Management)	
Course Objective:	Session focused on meeting the needs of customer service managers how to view and analyze portal reports and live statistics. Participants will also learn how to edit and manage content displayed in the VertexOne Customer Portal. Last, participants will also learn how to manage their Users and User Groups.	
Course Format:	Virtual Instructor-Led	
Topics Covered:	Homepage Analytics	0.50
	Dashboards (Reports, Leaks, Live Stats, Active Sessions, Data Transfer, & Water Budget)	0.50
	Customer Portal Configurations (Features, Quick Links, Banners, Form Builder, Footer Links, FAQ Content, & Ways to Save)	0.75
	Utility Portal Configurations (Rates, Criteria, etc.)	0.50
	Manage Roles (User Group Roles, Managing User Groups, Adding/Removing/Modifying Users)	0.25
Duration (Hours):		2.50

APPENDIX C – BASE VXCONNECT FUNCTIONALITY

HOME

- Logon using provided credentials. Remember me toggle to retain credentials for that device.
- Retrieval for forgotten password via email by entering account number and email address
- Register with account number, name, password, secret question, and e-mail address (fields can be configured)
- Interface scales the display interactively to the device on which it is running.
- Site can be branded to each utility's logo and color palate.

CHART DISPLAY

- Drop down menu list for selection of account service location to be displayed on the Bar Chart.
- Meter display to show usage at the selected time interval for each account's service locations. Multiple meters worth of usage to be displayed by color code on a single bar for a time interval. The display of any of the available meters can be toggled on or off from the legend function. Weekends are shaded to better understand usage patterns. Left side of chart has a legend for the unit of measure for usage type. The right of chart shows temperature range when temperature comparison is selected. Display can be toggled between bar, area line, or smooth area line. Quick toggle to display preset time intervals of usage.
- Date selection options include:
 - The slider tool allows interactive changes to start time period and end time period display ranges. Multiple years' worth of usage, if available, is displayed on the slider as a line graph.
 - Data Picker allowing interactive changes to start time period and end time period
 - Zoom options ranging from single day to 2-year range (depending upon meter type collected)
- Assuming AMI - Drop-down toggle between time interval (e.g., 15-minute, hourly) and summary level of data (e.g., daily, monthly)
- *Assuming AMI - Hover on a single bar displays a shadowbox with the time period, usage and reading for each meter, each of the selected comparisons, and, when available, a breakdown of usage at the next finite time interval.
- Adding display of energy markers to annotate key intervention events.
- Line graph comparisons can be added for average temperature, last year usage, usage 2 years ago, usage 3 years ago, average neighborhood usage, average utility usage, and energy challenge goal. Up to 4 comparisons can be added to each usage chart display. Reference to source for temperature comparison.
- Export to a jpeg, png, pdf, svg or image formats. Print of bar chart to selected print device.
- Widgets can display a quick view display of usage comparison to a month ago and percentage of profile completion.
- Energy Challenge tracks six months of consumer usage versus last year same time. The consumer can set a goal for the percent they would like to attempt to save over those six months.

DATA DISPLAY

- Drop down menu list for selection of account service location to be displayed on the Data Chart.
- Summary of meter data for day-to-day, week-to-week comparisons

- Drop-down toggle between time interval (e.g., 15-minute, hourly) and summary level of data (e.g., daily, monthly)
- Hover on a single data point displays a shadowbox with the time period, usage and read for each meter, and each of the selected comparisons.
- Adding display of energy markers to annotate key intervention events.
- Color-coded heat map display of quantified energy use, peak demand
- *Assuming AMI - Drop-down toggle between interval (e.g., 15-minute, hourly) and summary data (e.g., daily, monthly)
- Export to pdf, MS Excel (raw data), and image files (i.e., insert into Word, PPT)
- Weekly calendar view to identify energy use patterns in relation to operational schedules
- Summary of interval data for month-to-month, year-to-year comparisons
- Energy Challenge tracks six months of consumer usage versus last year at the same time. The consumer can set a goal for the percent they would like to attempt to save over those six months.

PROPERTY PROFILE

- Drop down menu list for selection of account service location for profile information to be displayed.
- Property can be designated a friendly property name.
- Property type can be selected from a prebuilt list. Property types drive the desired profile questions for that property type.
- Property profile questions help gain insights into the physical properties of the account's service locations. Questions and answer sets can be customized to collect the desired profile information.
- Markers tab enabled
- Energy Challenge tab enabled

VIEW NOTIFICATIONS

- Display list of the subject of all messages sent to the selected account. Expand selected message to see the full body of the message.

VIEW/PAY BILL (ADDITIONAL MODULE)

- Display of monthly summary of charges for select account.
- Display transaction history
- Export of billing summary to csv format.
- Display of statement in pdf format.
- Support for managing paperless, autopay, and wallet items.

CONSUMER ACCOUNT INFORMATION

- Update of password from current password to new password.
- Update of secret question used for confirming account owner's identity.
- Add account for display on current account by knowing the account owner's name and account number.
- Display of activities for this account by user, activity, and date.
- Ability for the account owner to add a secondary user.

COMMUNICATIONS OPTIONS

- Maintain delivery information of messages for both email and SMS. Each delivery point has slider tabs to toggle for each of the types of messages that are sent for the utility.
- Ability to add a usage threshold for any of the meters on the selected property. Threshold can be set by time frame, over or under, for a specific unit of measure on that meter.
- Reference information is displayed for average monthly usage for the selected property

LOG OFF

- Log off a signed-on account. Return to the VXconnect landing page.

UTILITY STATISTICS

- Administrative landing page has statistics on how many users have registered by day, how many user logins by day, and other metrics associated with the VXconnect solution.

CONSUMER SEARCH

- Search for an account by full or partial account number, meter number, or account owner's name. Up to 200 matches are displayed with the ability to select account information or account impersonation. For those utilities with prepay (VXconnect add-on) the prepay option can be activated/deactivated from the account search list.
- Last 50 selections of viewed users by the currently logged in account are displayed in quick select list

VIEW REPORT

- Prebuilt list of reports is displayed in the report viewer. Categories include user reports, usage, notifications, and prepay. When appropriate reports have search parameters such as begin date, end date, or kWh limit.

SYSTEM NOTIFICATION

- Delivery list built from registered user communication options. Delivery list can be filtered by rate code, system idle time, and property type.
- Export of the delivery list.
- Email subject and Message can be entered and formatted via interface. Message will be delivered via VXconnect gateway to selected delivery list.
- Text message can be entered or edited. Message will be delivered via VXconnect gateway to selected delivery list.

DATA LOAD

- Display all data load processes and post processes by the last completed date. Selected process can be run on demand.

RATE CODE

- Maintain list of rate codes for the utility. Rate codes can be selected for inclusion in neighborhood level comparisons. Rate for rate code can be used for dollar display of usage on chart and data display.

ROLES AND PRIVILEGES

- Role can be added by role name. Roles can be granted permission types for admin functions available in VXconnect.

SYSTEM USERS

- Maintain administrative user's information and credentials. Users are granted a role within VXconnect to assign the user administration privileges.

ADMINISTRATION ACCOUNT INFORMATION

- Update of password from current password to new password.
- Update of secret question used for confirming account owner's identity.
- Display of activities for this account by user, activity, and date.
- Remove secret question maintenance when user is a VXconnect administrator.

VXCONNECT ADDITIONAL MODULES

The following modules are additional modules above and beyond the base VXconnect solution.

- Alexa Skill
 - Allows your customer to engage with their energy usage via Alexa.
- Pay As You Go
 - Allows your customer to pay in advance for their energy usage. As the customer uses their energy, dollars are subtracted from their account.
- Energy Star Portfolio Manager
 - VXconnect is integrated via web services with Energy Star Portfolio Manager - [Benchmark Your Building Using ENERGY STAR® Portfolio Manager® | ENERGY STAR Buildings and Plants | ENERGY STAR](#)
- Energy Star Home Energy Yardstick

- VXconnect is integrated via web services with Energy Star Home Energy Yardstick - [Home Energy Yardstick | ENERGY STAR](#)
- Utility Branded Mobile App
 - Allows your customer to search the App Store for your utility and install the VXconnect App.
- Green Button Connect
 - VXconnect supports the White House Initiative for Green Button Connect - [Green Button - Connect My Data \(CMD\) \(greenbuttondata.org\)](#)
- Rate Analyzer
 - Allows the customer to compare and analyze their current rate against a similar, eligible rate.

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: \$12,799,831.51SUGGESTED TITLE: Accepting Proposal No 25-10/ Landis + Gyr Technology/ Advanced Metering Infrastructure/ \$12,799,831.51
For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Landis + GYR VENDOR NO: _____CONTRACT TERM: 3 years Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$12,799,831.51
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: RFP
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____Previous Ord #'s Agenda# 2025-504 499-12-25Is 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	CB	3622	2310
2					
3					
4					

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

Previous Ordinance, Master Services Contract

STAFF ANALYSIS

This Ordinance accepts Proposal UE25-10 and authorizes the execution of a Master Purchase, License and Service Agreements (MPLSA) with Landis+Gyr Technology, Inc in an amount not to exceed \$12,799,931.51 over an initial 36 months period for the Advanced Metering Infrastructure (AMI) Project. The MPLSA covers equipment, licensing, and project delivery components of the AMI deployment, including AMU meters, network equipment, distribution automation equipment, RF tools, firmware/software licenses, training, project delivery services and one annual performance bond payment. The total includes \$12,617,575.70 for base MPLSA equipment, licensing, and services, plus one Performance Bond Annual Payment of \$182,255.81.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2026.06.25 08:11:43 -05'00'DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike
Date: 2026.06.24 17:26:23 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: Scott M. Rogers Digitally signed by Scott M. Rogers
Date: 2026.06.25 10:28:01 -05'00'Date: 6/25/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-346

AN ORDINANCE ACCEPTING PROPOSAL NO. 25-10 WITH LANDIS+GYR FOR SOFTWARE AS A SERVICE (SAAS) IN AN AMOUNT NOT TO EXCEED \$3,575,623.00 FOR A FIFTEEN-YEAR PERIOD, 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, this Ordinance approves and authorizes execution of Proposal No. UE25-10 with Landis+Gyr in an amount not to exceed \$3,575,623.00 for Software as a Service (SaaS), and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Landis+Gyr submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Landis+Gyr are on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-10.

WHEREAS, Ordinance 499-12-25 approved contract with Landis+Gyr. Landis+Gyr requested a revision to the contract that would have no fiscal impact on the previous contract; and

WHEREAS, due to ongoing negotiations for products and services, it was determined that three separate contracts will be used to effectuate the Terms and Conditions for the Request for Proposal.

WHEREAS, it is in the best interests of the City of Springfield to approve these three separate ordinances through three separate contacts.

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 Proposal No. 25-10 with Landis+Gyr for SaaS in an amount not to exceed Three Million Five Hundred Seventy-Five Thousand Six Hundred Twenty-three Dollars and No Cents (\$3,575,623.00).

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

Section 3: The payment by the City of Springfield Office of Budget and Management to Landis+Gyr in the amount not to exceed Three Million Five Hundred Seventy-Five Thousand

Six Hundred Twenty-three Dollars and No Cents (\$3,575,623.00) from Account No. 102-100-CB-3622-2310 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:

 7-15-22

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Landis+ GYR Technologies INC

CONTRACT AMOUNT: \$3,575,623

TYPE OF AWARD: RFP

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord. 499-12-25; Landis+Gyr; \$14,149,125,11; 3 years

INFORMATION:

This Ordinance accepts proposal UE25-10 and authorizes execution of the Software as a Service (SaaS) Agreement with Landis+Gyr Technology, Inc, in the amount not to exceed \$3,575,623 over an initial one hundred eighty (180) months, or fifteen (15) year period for the Advanced Metering Infrastructure (AMI) project. The amount is based on base recurring SaaS fees of \$14,425.00 per month for 180 months with an estimate price adjustment allowance of 5% starting year 3, plus one Advanced Security setup fee of \$10,000 for a total of \$3,575,623.

The Office of Public Utilities sought proposals for a modern AMU communications systems to replace aging metering technology, improve billing accuracy, enhance outage management, support distribution automation, and create a scalable foundation of water AMI and other smart-city applications. Eight proposals were received and evaluated using a weighted rubric bases on technical capacity, network coverage, vendor qualifications, project methodology, price, and long-term value. The proposals were then narrowed to a shortlist for detailed technical review, reference checks, and pricing validation. Following the evaluation process, the CWP AMI Evaluation Committee determined Landis+Gyr to be the highest-scoring and best overall proposal.

The SaaS Agreement provides the hosted software and related cloud services necessary to operate the Landis+Gyr AMI solution, including the hosted AMI software environment, related service orders, Advances Security, and associated cloud service functionality. Approval of this ordinance will allow CWLP to execute the SaaS Agreement as a complementary component of the AMI deployment. The SaaS Agreement includes provisions allowing fees to be adjusted during the term of this agreement in accordance with the pricing and escalation terms set forth therein. Any fee adjustment, additional setup environments, optional services, or additional services shall be available appropriation and any required City approvals. The MPLSA and Support Agreement are being submitted as separate complementary ordinance requests.

This ordinance replaces Ordinance 499-12-25 passed on December 16, 2026.

Evaluation Results

Evaluation Criteria	Weight	Anixter/Wesco	Landis+Gyr
AMI Solution Compatibility	40%	7.9	8.6
Network Coverage Plans	15%	7.6	8
Qualifications/Experience of Firm and Project Team	10%	8.5	8.8
Project Methodology	5%	6.5	8.3
Price/Value	30%	6.5	8.3
Weighted Score		7.4	8.43

Landis+Gyr ranked first in all categories and received the highest overall weighted score.

Key Evaluation Findings

- **Network Architecture:** Both Landis+Gyr and Wesco propose RF Mesh IP designs that meet CWLP's electric coverage and interoperability needs and leverage CWLP fiber for backhaul, ensuring reliable performance and reduced cellular dependence for electric-only operations.
- **Distribution Automation & Scalability:** Landis+Gyr integrates DA on the same Mesh IP network via an IoT Gateway with QoS prioritization and no added bridges for the current use cases. Wesco supports DA as well via remote and master bridges, which increases the number of components to manage as the system expands.
- **Integration & Software:** Landis+Gyr includes MultiSpeak/CIM standards integrations with CIS, Trimble OMS, and SCADA in scope; Wesco includes CIS integration, but OMS/SCADA are available as optional add-ons.
- **Resiliency & Data:** Landis+Gyr's system features greater than a 90% gateway and path redundancy, 15-hour battery backup, and approximately 90 day default data retention. Wesco's system provides comparable redundancy for electric, but with a base retention of approximately 45 days with options for longer storage.

- **Warranty Coverage:** Landis+Gyr's proposal includes an extended warranty for electric endpoints totaling 6 years, meeting CWLP's requested duration. Wesco's proposal includes only 5 years of extended warranty for electric endpoints.
- **Lifecycle Value:** Landis+Gyr offered a strong overall lifecycle value based on the combination of technical capability, warranty coverage, integration scope, system scalability, support approach, and long-term recurring cost structure. While other proposals were competitive, Landis+Gyr provided the best overall balance of technical performance, operational reliability, and long-term value for CWLP's AMI modernization needs.
- **Support History:** CWLP has experienced prior support and responsiveness issues with Itron, represented by Wesco. Reference interviews for Wesco also found the support after the completion of implementation to be mediocre. Landis+Gyr has received higher ratings from our reference interviews. With the transition to AMI, a superior technical support system will be required to achieve a higher level of service to our customers.

Final Recommendation

CWLP recommends awarding RFP UE25-10 to Landis+Gyr for the electric AMI deployment, with the ability to integrate water endpoints and additional IoT applications as budgets allow.

This selection provides CWLP with the highest technical value, lowest operational risk, and most reliable long-term partnership for CWLP's AMI modernization strategy.

Landis+Gyr

Software as a Service Agreement

This Software as a Service Agreement (this “**SaaS Agreement**”), dated as of last signature date below (“**Effective Date**”), is by and between City of Springfield doing business as City Water, Light & Power (“**Customer**”) with offices located at 800 E Monroe St, Springfield, IL 62757, and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Landis+Gyr**”).

WHEREAS, Customer requires third-party hosted “software as a service” (the “**SaaS Services**,” as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Landis+Gyr has agreed to provide the SaaS Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions; Schedules.** Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, and/or other access keys or controls for access and use of the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Landis+Gyr or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Aggregated Statistics**” means data and information that is derived by or through Customer’s use of the SaaS Services that is used by Landis+Gyr in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states, Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

“Authorized Users” means any Customer employee, consultant, contractor or agent (a) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer under this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“Cloud Software” means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

“Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Services or that incorporates or is derived from the Processing of such information, data or content by or through the SaaS Service.

“Customer Systems” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“Documentation” means any online user manuals for the SaaS Services as updated from time to time, that describes the functions, operation, and use of the SaaS Services, and that Landis+Gyr makes generally available to subscribers of the SaaS Services.

“Endpoints” means each of the following types of physical sensory-type devices installed for use in the delivery of any commodity e.g. electric, water, gas, distribution automation devices:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and
- ii. an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Cloud Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

“Error” has the meaning set forth in Schedule A.

“Error Correction” has the meaning set forth in Schedule A.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S Treasury Department’s

Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“**ITAR**”) maintained by the U.S. Department of State.

“**Fees**” has the meaning set forth in Section 6.2 Fees.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as intended by this Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**Intellectual Property Rights**” means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

“**Interfaces**” means Landis+Gyr’s file transfer communications interfaces and data feeds mechanisms between the Landis+Gyr Systems and the Customer’s Systems which are developed, operated, owned and maintained by Landis+Gyr pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

“**Landis+Gyr Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Landis+Gyr or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Landis+Gyr or its designee.

“**Landis+Gyr Materials**” means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Landis+Gyr’s performance of the Services, in each case developed or acquired by Landis+Gyr independently of this Agreement. For the avoidance of doubt, Landis+Gyr Materials include

Aggregated Statistics and any information, data, or other content derived from Landis+Gyr's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Landis+Gyr Personnel" means all employees and agents of Landis+Gyr, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Other Services" means all technical and non-technical services performed or delivered by Landis+Gyr under this SaaS Agreement, including without limitation, implementation services and other professional services and training services further defined in Section 2.1, but excluding the SaaS Services and the Support Services. All Other Services will be provided on a non-'work for hire' basis.

"Permitted Uses" means any use of the Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations in accordance with the Documentation.

"Person" means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"Personal Data" or **"PII"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Representatives" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Landis+Gyr, Landis+Gyr's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

"Security Incident" is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

"Security Breach/Data Breach" per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

"Services" means the SaaS Services, the Support Services and the Other Services.

"Support Services" means the maintenance and support services for the SaaS Services as further defined in Schedule A.

“Supported Release” means versions of Cloud Software currently supported by Landis+Gyr. Landis+Gyr will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

“Suspend” or “Suspension” means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

“Territory” means the Customer’s service territory.

“Third Party Materials” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not Proprietary to Landis+Gyr.

“Upgrade” means upgrading the Cloud Software to the most current generally available version.

2. Services and Service Orders.

2.1 Description of Services. Throughout the Term, Landis+Gyr will in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services:

- a) Access, in accordance with Section 2.2 of this Agreement, to the software-as-a service online web-based offering described in a Service Order and subject to the terms of this Agreement updated with Error Corrections, Improvements or modifications to the content, functionality and user interface from time to time at Landis+Gyr’s discretion (the **“SaaS Services”**), which upon their execution, will be attached as a part of this Agreement.
- b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- c) such other services as may be specified in the applicable Service Order.

2.2 SaaS Services Access License Grant. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Landis+Gyr hereby grants to Customer and its Authorized Users a non-exclusive, worldwide, terminable license to access and use the SaaS Service, including in operation with other software, hardware, systems, networks and services for Customer’s business purposes. Landis+Gyr will provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, access training, and Cloud Software upgrades for Customer’s productive use of such services.

2.3 Landis+Gyr will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime, service downtime or degradation caused by a Force Majeure Event, including Customer’s or any Authorized User’s use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.4 Service and Systems Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- 2.4.1 Landis+Gyr has and will retain sole control over the operation, provision, maintenance, and management of the Landis+Gyr Materials; and

- 2.4.2 Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Landis+Gyr Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Landis+Gyr; (ii) results obtained from any use of the Services or Landis+Gyr Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that Landis+Gyr shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify Landis+Gyr of any issues.
- 2.5 Documentation. Landis+Gyr represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.
- 2.6 Service Orders. Service Orders will be effective only when signed by Customer and Landis+Gyr. The initial Service Orders are attached hereto. Any modifications or changes to the Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to Fees, Landis+Gyr will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of Landis+Gyr's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the Fees, or delivery schedule.
- 2.7 Other Services Comprising of Professional Services. During the Term of this Agreement, Landis+Gyr may also perform certain Other Services comprising of implementation, consulting, training and/or support services as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable: a description of scope of the Other Services; the Fees (including any Reimbursable Expenses), and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement.
- 2.8 No Software Delivery Obligation. Landis+Gyr has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.
- 2.9 Use of Subcontractors. Landis+Gyr may from time to time in Landis+Gyr's discretion engage third parties to perform Services (each, a "**Subcontractor**").

- 2.10 Designation of Responsible Contacts. Customer will provide Landis+Gyr with current appropriate contact information such that Landis+Gyr may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.
- 2.11 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Obligations

- 3.1 Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the Landis+Gyr Systems); and (b) provide all cooperation and assistance as Landis+Gyr may reasonably request to enable Landis+Gyr to exercise its rights and perform its obligations under and in connection with this Agreement. To the extent it becomes necessary for Landis+Gyr to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement, Customer will provide Landis+Gyr with such access. Unless otherwise stated in a Service Order, Customer agrees that it will not send or provide Landis+Gyr access to any Personal Data, whether in data or any other form. Should Customer mistakenly provide Personal Data to Landis+Gyr (including, but not limited to, Personal Data where Customer has no legal ground to share with Landis+Gyr or to process otherwise), Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems.
- 3.2 Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.
- 3.3 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Landis+Gyr's accessing, storing and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr exercise no control over the content of the information transmitted by Customer through the SaaS Services.
- 3.4 Suspension. If Landis+Gyr becomes aware that Customer's use of the SaaS Services violates the Permitted Uses, Landis+Gyr will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Landis+Gyr's request, then Landis+Gyr may Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, Landis+Gyr may immediately Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device if (a) Landis+Gyr reasonably believes Customer's use of the SaaS Services could adversely impact the SaaS Service, other customers' or their end users' use of the SaaS Service, or the Landis+Gyr network or servers used to provide the SaaS Service; (b) there is suspected unauthorized third-party access to the SaaS Service; (c) Landis+Gyr reasonably believes that immediate Suspension is required to comply with any applicable Law; or (d) Customer

is in breach of Section 4.2 (Use Restrictions) or specific terms for the relevant Service Order. Landis+Gyr will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Landis+Gyr will, unless prohibited by applicable Law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

4. Authorization Limitations and Restrictions.

4.1 Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Landis+Gyr hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Landis+Gyr Materials as Landis+Gyr may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:

- (a) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
- (b) prepare, reproduce, print, and download a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;
- (c) access and use (i) the SaaS Services for production uses and (ii) any applications provided by Landis+Gyr as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and
- (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Landis+Gyr Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2 Use Restrictions. Customer will not and will not knowingly permit any other Person to access or use the SaaS Services or Landis+Gyr Materials except as expressly permitted by this Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, except as this Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the SaaS Services or Landis+Gyr Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the SaaS Services or Landis+Gyr Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or Landis+Gyr Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the SaaS Services or Landis+Gyr Materials or access or use the SaaS Services or Landis+Gyr Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

- (e) use or authorize the use of the SaaS Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
 - (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any SaaS Services or Landis+Gyr Materials, including any copy thereof;
 - (g) access or use the SaaS Services or Landis+Gyr Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
 - (h) access or use the SaaS Services or Landis+Gyr Materials for purposes of competitive analysis of the SaaS Services or Landis+Gyr Materials, the development, provision or use of a competing software service or product or any other purpose that is to Landis+Gyr's detriment or commercial disadvantage;
 - (i) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;
 - (j) to transmit, store or process health information subject to the United States HIPAA regulations;
 - (k) access or use of the Services for High Risk Activities; or
 - (l) otherwise access or use the SaaS Services or Landis+Gyr Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.
- 4.3 Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Landis+Gyr the Fees attributable to the excess use in accordance with the applicable Service Order.

5. Term and Termination

- 5.1 Term. This Agreement commences on the Effective Date and continues until all Service Orders/SOW have expired or have been terminated. Except in the case of termination for breach by Landis+Gyr, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for Services provided prior to the effective date of termination, plus related taxes and expenses.
- 5.2 Term of Service Orders/SOWs. The term of each Service/SOW will be as specified in the applicable Service Order/SOW. Except as otherwise specified in a Service Order, SaaS Services will automatically renew for additional twelve (12) month periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.
- 5.3 Termination.
- (a) Landis+Gyr may terminate this Agreement, effective on written notice to Customer, if the SaaS Services is being used by Customer in violation of applicable Law.
 - (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach; and

- (c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.
- 5.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate.
- 5.5 Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement, Limited Warranties and Limitations of Liability.
6. **Fees and Expenses**
- 6.1 Invoices. Invoices will be issued monthly in arrears for (i) the monthly SaaS Services Fees upon Cloud Software installation (ii) for time and materials in a Statement of Work and (iii) Reimbursable Expenses based on expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW. If Customer validly disputes any invoiced amount it will pay the undisputed amounts and provide written notice of the basis of that dispute to Landis+Gyr within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.
- 6.2 Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "**Fees**"). All Fees are due within thirty (30) days from the date of invoice.
- 6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:
- 6.3.1 Landis+Gyr may charge interest on the past due amount at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; and
- 6.3.2 Customer will reimburse Landis+Gyr for all reasonable costs incurred by Landis+Gyr in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees.
- 6.4 Fee Increases. Landis+Gyr's Fees are fixed for the duration described in the applicable Service Order. Thereafter, the Fees are subject to an adjustment in accordance with the Service Order.
- 6.5 Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer ("**Reimbursable Expenses**"), Landis+Gyr will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Landis+Gyr (i.e. long-distance charges), Landis+Gyr will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.6 Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the Services, other than taxes based upon Landis+Gyr's income. All amounts set forth in an applicable Service Order/SOW are

exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized on invoices sent to Customer.

7. Intellectual Property Rights

- 7.1 Services and Landis+Gyr Materials. Subject to the limited rights granted hereunder, all rights, title, and interest in and to the Landis+Gyr Materials, including all Intellectual Property Rights therein, are and will remain with Landis+Gyr and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. In addition to the foregoing, Customer acknowledges that Landis+Gyr will have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze the Aggregated Statistics.
- 7.2 Ownership of Customer Data. As between Customer and Landis+Gyr and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.3. Customer will have sole responsibility for the accuracy, integrity and reliability of Customer Data. Customer acknowledges that Landis+Gyr exercises no control whatsoever over any Customer Data managed by Authorized Users while accessing the Service and that Customer is solely responsible for the Customer content.
- 7.3 Consent to Use Customer Data. During the Term of this Agreement, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Landis+Gyr, its Subcontractors and the Landis+Gyr Personnel to enforce this Agreement and exercise Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's rights and perform Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's obligations hereunder as well as to use and display Customer Data incorporated within the Aggregated Statistics.
- 7.4 Feedback. At its option, Customer may provide feedback and suggestions about Services to Landis+Gyr ("**Feedback**"). If Customer provides Feedback, then Landis+Gyr and its Affiliates may use the Feedback without restriction and obligation to Customer.

8. Confidentiality

- 8.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, source code and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, will not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party will use the Confidential Information solely for the performance of this Agreement and will not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees,

officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations will survive the termination of this Agreement and will continue for a period of five (5) years thereafter. Information need not be marked “Confidential” to be considered Confidential Information. “Confidential Information” includes any Confidential Information disclosed prior to the effective date of this Agreement. Any subcontractor retained pursuant to Section 2.9 will adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

- 8.2 Protection of Confidential Information. The Receiving Party will safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party will promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than to its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.
- 8.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party will remain the sole and exclusive property of such other party and that the receiving party will have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

9. Personal Data Privacy

- 9.1 Personal Data Privacy. Customer acknowledges that Landis+Gyr may, where Customer acts as a data controller and Landis+Gyr as data processor in relation to any Personal Data under this Agreement, processes Personal Data in accordance with Landis+Gyr Cloud Data Processing available at <https://www.landisgyr.com/landisgyr-data-processing-terms/>.

10. Security Requirements; Audits

- 10.1 Security Requirements. Landis+Gyr will employ security measures in accordance with Landis+Gyr’s security requirements available at <https://www.landisgyr.com/securityterms>. The process described therein will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts Landis+Gyr or Customer.
- 10.2 Audits.
- 10.2.1 Landis+Gyr shall provide to Customer, on at least an annual basis, Landis+Gyr’s review of the controls placed in operation and a test of operating effectiveness, as defined by Statement of Standards for Attestation Engagement No. 18, Reporting on Controls at Service Organizations (“SSAE-18”), or any standards amending or replacing SSAE 18 for covered Services defined by Landis+Gyr for or on behalf of Customer and issue SOC 1 (Type II) report and SOC 2 (Type II) reports thereon (collectively, “SOC Reports”).

10.2.2 Landis+Gyr shall provide to Customer Landis+Gyr ISO Certifications for Information Security Management Systems standards (ISO/IEC 27001).

10.2.3 Reports and certification audits shall be performed by Landis+Gyr's external auditors. Landis+Gyr shall address and rectify any deficiencies found in any SOC Report review.

11. Disaster Recovery

11.1 Disaster Recovery. Landis+Gyr will maintain reasonably prudent business resumption and disaster recovery plans and procedures. Upon request, Customer will have the right to review a summary of Landis+Gyr's then current plan. Landis+Gyr will test the operation and effectiveness of the plan at least annually. Upon request, Landis+Gyr will provide Customer with an annual summary audit report for disaster recovery effectiveness. If such tests reveal material deficiencies in the plan Landis+Gyr will respond with steps that will be taken to mitigate recovery deficiencies within a reasonable time frame. Landis+Gyr reserves the right to make the changes as required to the Disaster Recovery plan.

12. Mutual Indemnification

12.1 Indemnification by Landis+Gyr. Subject to this Agreement, Landis+Gyr shall defend and indemnify Customer against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base SaaS Services as contemplated hereunder infringes a United States patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Landis+Gyr; provided, that Customer (a) promptly gives written notice of the Claim to Landis+Gyr; (b) gives Landis+Gyr sole control of the defense and settlement of the Claim; and (c) provides to Landis+Gyr all available information, assistance and authority to defend; and (d) not have compromised or settled such proceeding without Landis+Gyr's prior written consent. Should the SaaS Services become, or in Landis+Gyr's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Landis+Gyr will in its sole discretion either: (a) obtain for Customer the right to use the SaaS Services; or (b) replace or modify the SaaS Services so that it becomes non-infringing.

12.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend and indemnify Landis+Gyr against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Landis+Gyr by a third party alleging that the Customer Data infringes the intellectual property rights of, or has otherwise harmed, a third party or Customer breaches the policy governing the acceptable use of the systems and the use restrictions listed in Section 4.2; provided, that Landis+Gyr (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Landis+Gyr of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

12.3 Exceptions from Indemnification. Landis+Gyr will have no liability for any infringement or claim which results from: (a) use of the SaaS Services in combination with any non-Landis+Gyr-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Landis+Gyr's development of any Customer-specific changes or modifications to the SaaS Services or Other Services at Customer's request or instruction; or (c) use of the SaaS Services in a manner prohibited under this Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the

Documentation if such infringement or claim would not have occurred but for such use. This Section states Landis+Gyr's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

13. Limitations of Liability

- 13.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) TIMES TOTAL AMOUNTS ACTUALLY PAID TO LANDIS+GYR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to:
- 13.3.1 Losses arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights) or Section 8 (Confidentiality); or
- 13.3.2 Losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.

14. Warranties; Disclaimer

- 14.1 Mutual warranty. Each party warrants that it has the status, authority and capacity to enter into this Agreement.
- 14.2 Landis+Gyr Warranty. Landis+Gyr warrants that (i) it will provide the Services in a professional workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) that the SaaS Services will perform materially in accordance with the Documentation, and be available in accordance with the SaaS Services Availability Target, and (iii) it owns or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein.
- 14.3 Additional Customer Warranty. Customer represents, warrants and covenants to Landis+Gyr that:
- (a) Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by Landis+Gyr and processed in accordance with this Agreement, Customer does not and will not infringe,

misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy Laws or other rights of any third party or violate any applicable Law; and

- (b) prior to Customer's delivery to Landis+Gyr of any Customer Data that is outside of the Landis+Gyr Systems, Customer will implement and maintain current industry state-of-the-art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

14.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LANDIS+GYR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS WARRANTIES, OR CONDITIONS INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LANDIS+GYR DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICES OR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER.

15. General Provisions.

- 15.1 Force Majeure Events. Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, pandemics, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.
- 15.2 Export. Each party shall comply with all Export Control Laws, executive orders or regulations applicable to its performance under this Agreement.
- 15.3 Independent Contractor. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
- 15.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Landis+Gyr:

Landis+Gyr Technology, Inc.
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department
Email: legalcontractteam@landisgyr.com

If to Customer:

City Water, Light & Power
800 E Monroe St
Springfield, IL 62757
Attn: Legal Department
Email: Corporation.Counsel@springfield.il.us

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 15.5 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement (including all Service Orders and other Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 15.7 Assignment. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 15.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.8 No Third-party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customer or up any other person or entity.
- 15.9 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

- 15.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 15.11 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois, without regard to Illinois' conflict of laws principles and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Sangamon County. The Uniform Computer Information Transactions Act does not have any application to this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.
- 15.12 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 15.13 Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.
- 15.14 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.
- 15.15 Limitations on Actions. No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.
- 15.16 Schedules and Exhibits. All Schedules that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A Service Level Agreement and Support Services

Schedule B Service Order; Pricing

Landis+Gyr may update the terms set forth in Schedules A and B provided the updates do not (a) result in a material degradation of the overall security of the SaaS Service; (b) expand the scope of or remove any restrictions on Landis+Gyr's Processing of Customer Data as described in the Landis+Gyr Cloud Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights in this Agreement. Such updates may be sent via a customer information letter (CIL).

- 15.17 Landis+Gyr is and shall remain in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.
- 15.17.1 Landis+Gyr and Subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered

prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to regard to race, color, sex, gender, sexual orientation, LGBTQ+ status, gender identity, gender expression, pregnancy, marital status, religion, creed, national origin, ancestry, age, mental or physical disability, genetic information, medical condition, military or veteran status, or any other class or status protected by law.

- 15.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Landis+Gyr Technology, Inc.

By:

Name:

Title:

Date:

City Water, Light & Power

By:

Name:

Title:

Date:

GEM

Landis+Gyr Technology, Inc.

By:

Name:

Title:

Date:

SCHEDULE A
SERVICE LEVEL AGREEMENT
AND
SUPPORT SERVICES

All capitalized terms that are not defined in this Schedule will have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“Error” means any reproducible material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“Error Corrections” means modifications that correct Errors.

“Service Levels” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“Service Level Table” means the table set out in Section 3.4.

“Support Period” means the Service Order Term as set forth in the applicable Service Order.

2. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Landis+Gyr will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Landis+Gyr does or is required to perform any SaaS Services (each such calendar month, a **“Service Period”**), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (**“Availability Requirement”**). **“Available”** means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

- 2.1 Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability Requirement to the extent that such downtime or degradation is due to any of the following (**“Exceptions”**):

- (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
- (b) failures of Customer's or its Authorized Users' Internet connectivity;
- (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Landis+Gyr or its Subcontractor;
- (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation;
- (e) Force Majeure Event;

- (f) Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

3. Support and Maintenance Services. Landis+Gyr will provide Landis+Gyr's standard maintenance and support services for the SaaS Services (collectively, "**Support Services**") during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

3.1 Support Service Responsibilities. Landis+Gyr will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Landis+Gyr makes such resources available to its other customers.

3.2 Service Monitoring and Management. Landis+Gyr will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Landis+Gyr receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
 - i. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
 - ii. if Landis+Gyr's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Landis+Gyr trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and

caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

- iii. Landis+Gyr will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:
 - a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that Landis+Gyr provides at no additional charge to Landis+Gyr's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
 - b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

3.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 1 (Critical) - Production system is completely down or unavailable. - Business critical applications or service severely impacted for which there is no reasonable work-around. - An error with no reasonable work-around that results in a complete disruption of daily work. - During a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule. Severity Level 1 issues must be reported by phone.	Non-stop 24/7/365	Within 60 minutes	Every 2 hours	24 hours	Supervisor: Immediately Manager: 30 minutes Director: 1 hour VP: at Director's discretion Customer may escalate at any time it feels unacceptable progress is being made.

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 2 (High) - Production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions. - Significant degradation in performance. - Major system feature/function failure for which there is no reasonable work-around. - During a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.	As needed 24/7/365	Within 4 hours	1 calendar day	7 calendar days	Supervisor: 1 hour Manager: 2 hours Director: at Manager's discretion VP: at Director's discretion Customer may escalate at any time it feels unacceptable progress is being made.

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 3 (Medium) - Production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality. - There is a low-to-medium impact to business functions but it is manageable using a reasonable work-around.	During business hours	1 Business Day	3 Business Days	15 Business days	If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utility's request. Customer may escalate at any time it feels unacceptable progress is being made.
Severity 4 (Low) General usage question, request for information, reporting a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.	During business hours	3 Business Days	5 Business Days	As decided jointly between the business and utility	If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utility's request. Customer may escalate at any time it feels unacceptable progress is being made.

In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

3.5 Support Requests and Customer Obligations.

- (a) **Support Requests.** Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) **Customer Obligations.** Customer will, by and through its employee or consultants provide Landis+Gyr with:
 - i. prompt notice of any Errors; and
 - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
 - a. direct access to the Customer Systems and the Customer’s files and personnel;
 - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and
 - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

3.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced

troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr Personnel, to resolve Customer issues.

3.7 Submission Method. Customer can contact the Service Desk through:

- i. Telephone direct dial-in at 888.390.5733;
- ii. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at www.landisgyr.com.

4. Backup and Recovery. Landis+Gyr conducts regular daily backups of Customer Data and performs or causes to be performed other periodic backups (snapshots, differential backups, etc.). Landis+Gyr utilizes a multi-layered backup strategy, backing up data to an active system which can be used for rollbacks and immediate data recovery. Active backups will be retained for up to one (1) week old and then will be overwritten as they are replaced with newer backups. Data is further backed up to an archival system for long term offline storage. Both active and archival backup systems are replicated to the secondary, offsite data center for Business Continuity and Disaster Recovery purposes. Active backups follow the normal retention period of lasting for one (1) week while archive backups are retained for no less than one (1) year. These do not replace the need for Customer to maintain regular backups of data and file extracts performed by the Customer. Customer access to backup data outside of a Disaster Recovery event may be subject to additional fees.

5. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“BC”) program (that includes Risk Assessment) and Disaster Recovery (“DR”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE B
SERVICE ORDER NO. 1 AND PRICING

This Service Order No. 1 (this “Service Order”) is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

SCOPE OF SERVICE. Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

The Cloud Software provided to Customer consists of the following items:

- ☒ Emerge Production Environment (or its successor)
- ☒ Advanced Security
- ☒ IoT Gateway
- ☐ App Manager
- ☐ Emerge Enhanced Disaster Recovery Environment (or its successor)
- ☐ Emerge Test/Dev Environment (or its successor)

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends one hundred eighty (180) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive thirty-six (36) month periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **Service Fee**

- 3.1 The SaaS Services Fee is determined by the total number of Endpoints to be deployed by Customer. The current fee for the initial year of this Service Order (the “**Initial Service Fee**”) payable by Customer to Landis+Gyr is based on the Emerge Pricing Table below:

Emerge with Advanced Security Pricing Table RF MESH IP – Production

Tier	15 Year Term Monthly Fee
50,001 to 75,000 Endpoints	\$10,900.00
75,001 to 100,000 Endpoints	\$14,500.00

Should Customer’s Endpoint population exceed 100,000 Endpoints, the parties will define an applicable SaaS Services Fee.

- 3.2 A one-time Advanced Security set up fee of ten thousand dollars (\$10,000.00) applies per environment.

3.3 IoT Gateway Pricing Table

Tier	15 Year Monthly Fee
Up to 500 Devices	\$1,416.67
501+ Devices (fee per each device above 500)	\$275.00

4. **Price Increases**

Following the initial two (2) years of the Service Order Term, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers (CPI-U) of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the June-to-June twelve-month percentage change to the Consumer Price Index. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

5. Summary of Services Included in Service Order

Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 5.1 Project Coordination. To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services such as during an Upgrade deployment. Customer to provide primary point of contact to work with the project coordinator.
- 5.2 Installation and Configuration. Installing the Cloud Software in the cloud setup with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW.
- 5.3 Upgrades; End of Support. Landis+Gyr and Customer will mutually agree on an Upgrade schedule for Cloud Software. Services include at least one (1) Cloud Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“EOS”). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS notification period.
- 5.4 Integration(s). Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon.
- 5.6 Process Pass Through Fees. Landis+Gyr will process and invoice Customer for any mutually agreed upon pass through fees as applicable such as communication fees.

6. Customer Responsibilities:

- 6.1 Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, and Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer’s billing system. Customer is also responsible for any exception processing that is

associated with endpoints that do not have billing data available for a particular billing cycle window.

- 6.3 Provide Network Gateway Communication. Customer is responsible for purchasing and physically maintaining all Network Gateway communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer's own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.
- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including Tech Studio and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues; 'Gridstream Connect Apps' as applicable, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Cloud Software.
- 6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.

SCHEDULE B
SERVICE ORDER NO. 2 AND PRICING

This Service Order No. 2 (this “Service Order”) is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

SCOPE OF SERVICE. Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software. For the purpose of clarity, the Services do not include any services or offerings provided directly or indirectly by a third party that is not expressly contracted to between Landis+Gyr and the Customer pursuant to a Service Order or SOW.

1. **Service(s) Description:**

The Cloud Software provided to Customer consists of the following items:

- ☒ VXconnect Portal
- ☐ VXconnect Portal Pay as You Go
- ☒ VXconnect Portal Bill Presentment

2. **Endpoints:**

For the SaaS Service Fee stated below, Customer is authorized for up to 71,850 total Endpoints.

3. **SaaS Service Term:**

The initial term for this Service Order begins upon Cloud Software installation and accessible to Customer and ends one-hundred eighty (180) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B shall automatically renew for successive thirty-six (36) month periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

4. **SaaS Service Fee:**

- 4.1 The SaaS Services fee is determined by the total number of Endpoints set forth in Section 2 to be deployed by Customer. The current fee for the initial year of this Service Order (the “Initial Service Fee”) payable by Customer per Year for the Initial Service Order Term is based on the pricing tables below:

VXconnect Portal Base Offering

Tier	15 Year Monthly Fee
Up to 71,850 Endpoints	\$1,833.33
Additional Fee per Endpoint	
71,851+ Endpoints	\$0.10/EP/Month

VXconnect Portal Bill Presentment

Tier	15 Year Monthly Fee
Up to 71,850 Endpoints	\$275.00
Additional Fee per Endpoint	
71,851+ Endpoints	\$0.02/EP/Month

5. **Fee Escalation**

Following the first two (2) years of the Initial Service Order Term, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers (CPI-U) of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the June-to-June twelve-month percentage change to the Consumer Price Index. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, then the Parties will discuss solutions.

6. **Summary of Services Included in Service Order.**

SaaS Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 6.1 Project Coordination. Landis+Gyr will provide a project coordinator to provide direction to Customer relating to SaaS Services. Customer to provide primary point of contact to work the project coordinator.
- 6.2 Installation and Configuration. Installing the Software in the data center with standard configurations.
- 6.3 Upgrades; End of Support. Landis+Gyr will make Upgrades to the Cloud Software as frequently as every six (6) weeks and at least two (2) per year. Landis+Gyr will install Software Upgrades on the Landis+Gyr equipment. Software includes Landis+Gyr Cloud Software, operating system software, database software and any software running on the Landis+Gyr equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software ("EOS). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older versions of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr's stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr's reasonable discretion with no less than a twelve (12) month EOS notification period.
- 6.4 Integration(s). Landis+Gyr will provide integrations to third party systems as for an additional fee as detailed in the applicable SOW. Landis+Gyr will provide a standard integration to Landis+Gyr Command Center Software as part of the services agreement.
- 6.5 Data Retention. Pricing includes the data retention policy defined in the following table:

Meter Read Interval	Retention policy
Billing	Annual SaaS Agreement Term
Daily/Weekly/Monthly	5 years
Hourly/30-minute/15-minute	13 months
5-minute/1-minute	4 weeks

7. Customer Responsibilities:

- 7.1 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Cloud Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.
- 7.2 URL Selection. Mutually agree with Landis+Gyr upon an internet URL for the purpose of a web portal address to access the services.
- 7.3 Support Utility Consumer. Customer is responsible for handling all support for its own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.

- 7.4 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 7.5 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.
- 7.6 Functional Know-how. Customer is required to provide functional support services.
- 7.7 End User Training. Landis+Gyr will provide remote initial end user training. Customer is responsible to provide user training after initial training is completed. Landis+Gyr will provide end user training after initial training period based on the rates published by the Landis+Gyr training department. In the case of custom training, Landis+Gyr will provide training on an hourly basis per the Rate Card for the applicable training SOW, plus expenses.
- 7.8 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 7.9 Transfer File Specifications. The Customer shall provide the required data to the Landis+Gyr in accordance with the file specifications as provided.
- 7.10 Upgrades. Customer is responsible to validate upgrades to Cloud Software.
- 7.11 Computer Hardware. Landis+Gyr needs to transfer certain data from Customer's system to Landis+Gyr's system.

8. Data Ownership

Ownership of Customer Identifiable Data. As between Customer and Landis+Gyr, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Identifiable Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted under this Agreement. "Customer Identifiable Data" means all data which is used in the identification of a Customer and linking it to the Customer Data.

9. Disclosure of Software

The Customer shall not disclose or reveal any of the Cloud Software application's screens or text to anyone other than its employees and its members and users as intended by this Agreement.

10. Security

Landis+Gyr shall cause its supplier to use commercially reasonable practices to prevent unauthorized access to the restricted areas of the Cloud Software and any databases or other sensitive material generated from or used in conjunction with the Cloud Software; and Landis+Gyr shall promptly notify Customer of any known security breaches. Use of the Cloud Software shall be password protected. It shall be Customer's responsibility to administer the use, distribution and security and of such passwords. Customer shall immediately notify Landis+Gyr in the event that such passwords are compromised or being used by unauthorized users.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: x-2609

FISCAL IMPACT: \$3,575,623.00

SUGGESTED TITLE: Accepting Proposal No 25-10/ Landis + Gyr Technology/ Software as a Service (SaaS) agreement / \$3,575,623.00 For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Landis + GYR Technologies Inc VENDOR NO: _____

CONTRACT TERM: 15 years Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$3,575,623.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 499-12-25

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					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	CB	3622	2310
2					
3					
4					

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

SaaS Agreement, ODS

STAFF ANALYSIS

This Ordinance accepts proposal UE25-10 and authorizes execution of the Software as a Service (SaaS) Agreement with Landis+Gyr Technology, Inc, in the amount not to exceed \$3,575,623 over an initial one hundred eighty (180) months, or fifteen (15) year period for the Advanced Metering Infrastructure (AMI) project. The amount is based on base recurring SaaS fees of \$14,425.00 per month for 180 months with an estimate price adjustment allowance of 5% starting year 3, plus one Advanced Security setup fee of \$10,000 for a total of \$3,575,623.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota Capranica
Date: 2026.07.07 08:44:36 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike

Digitally signed by Gorsek, Mike
Date: 2026.07.02 15:27:19 -05'00'

CITY PURCHASING AGENT: _____

Date: _____

Date: Scott Rogers
Digitally signed by Scott Rogers
Date: 2026.07.06 14:03:14 -05'00'

Date: 7/7/2026

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2026-347

The information supplied on this form is not confidential information

AN ORDINANCE ACCEPTING PROPOSAL NO. 25-10 WITH LANDIS+GYR FOR A SUPPORT AGREEMENT IN AN AMOUNT NOT TO EXCEED \$40,175.92 FOR A FIFTEEN-YEAR PERIOD, 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, this Ordinance approves and authorizes execution of Proposal No. UE25-10 with Landis+Gyr in an amount not to exceed \$40,175.92 for the Support Agreement and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Landis+Gyr submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Landis+Gyr shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE25-10.

WHEREAS, Ordinance 499-12-25 approved contract with Landis+Gyr. Landis+Gyr requested a revision to the contract that would have no fiscal impact on the previous contract; and

WHEREAS, due to ongoing negotiations for products and services, it was determined that three separate contracts will be used to effectuate the Terms and Conditions for the Request for Proposal.

WHEREAS, it is in the best interests of the City of Springfield to approve these three separate ordinances through three separate contacts.

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 Proposal No. 25-10 with Landis+Gyr for a Support Agreement in an amount not to exceed Forty Thousand One Hundred Seventy-Five Dollars and Ninety-two Cents (\$40,175.92).

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

Section 3: The payment by the City of Springfield Office of Budget and Management to Landis+Gyr in the amount not to exceed Forty Thousand One Hundred Seventy-Five Dollars and Ninety-two Cents (\$40,175.92) from Account No. 102-100-CB-3622-2310 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

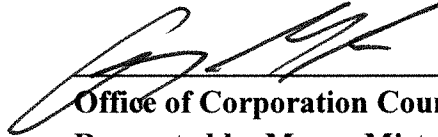
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

 7-15-20
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Landis+ GYR Technologies INC
CONTRACT AMOUNT: \$40,175.92
TYPE OF AWARD: RFP

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord. 499-12-25; Landis+Gyr; \$14,149,125.11; 3 years

INFORMATION:

This Ordinance accepts Proposal UE25-10 and authorizing of the Support Agreement with Landis+Gyr Technology, Inc in an amount not to exceed \$40,175.92 over an initial fifteen (15) year term for the Advanced Metering Infrastructure (AMI) project. The Support Agreement provides support and maintenance services for Landis+Gyr software and equipment purchased or licensed as part of the AMI deployment, including customer support, case management, troubleshooting, software maintenance, patches, releases, related technical support services. The amount is based on ten (10) TechStudio Annual Support License at \$220.00 per license per year for fifteen (15) years including an estimated price adjustment allowance starting year 2 based on a 26 year average of CPI from the Bureau of Labor and Statistics. The Support Agreement includes pricing adjustment provisions as set forth in the agreement. Any price adjustments, additional licenses, optional support services, premium support packages, or additional services shall be subject to available appropriation and any required City approvals. The MPLSA and SaaS Agreements are being submitted as separate, ordinance requests.

This ordinance replaces Ordinance 499-12-25 passed on December 16, 2025.

2026-348

Evaluation Results

Evaluation Criteria	Weight	Anixter/Wesco	Landis+Gyr
AMI Solution Compatibility	40%	7.9	8.6
Network Coverage Plans	15%	7.6	8
Qualifications/Experience of Firm and Project Team	10%	8.5	8.8
Project Methodology	5%	6.5	8.3
Price/Value	30%	6.5	8.3
Weighted Score		7.4	8.43

Landis+Gyr ranked first in all categories and received the highest overall weighted score.

Key Evaluation Findings

- **Network Architecture:** Both Landis+Gyr and Wesco propose RF Mesh IP designs that meet CWLP's electric coverage and interoperability needs and leverage CWLP fiber for backhaul, ensuring reliable performance and reduced cellular dependence for electric-only operations.
- **Distribution Automation & Scalability:** Landis+Gyr integrates DA on the same Mesh IP network via an IoT Gateway with QoS prioritization and no added bridges for the current use cases. Wesco supports DA as well via remote and master bridges, which increases the number of components to manage as the system expands.
- **Integration & Software:** Landis+Gyr includes MultiSpeak/CIM standards integrations with CIS, Trimble OMS, and SCADA in scope; Wesco includes CIS integration, but OMS/SCADA are available as optional add-ons.
- **Resiliency & Data:** Landis+Gyr's system features greater than a 90% gateway and path redundancy, 15-hour battery backup, and approximately 90 day default data retention. Wesco's system provides comparable redundancy for electric, but with a base retention of approximately 45 days with options for longer storage.

- **Warranty Coverage:** Landis+Gyr's proposal includes an extended warranty for electric endpoints totaling 6 years, meeting CWLP's requested duration. Wesco's proposal includes only 5 years of extended warranty for electric endpoints.
- **Lifecycle Value:** Landis+Gyr offered a strong overall lifecycle value based on the combination of technical capability, warranty coverage, integration scope, system scalability, support approach, and long-term recurring cost structure. While other proposals were competitive, Landis+Gyr provided the best overall balance of technical performance, operational reliability, and long-term value for CWLP's AMI modernization needs.
- **Support History:** CWLP has experienced prior support and responsiveness issues with Itron, represented by Wesco. Reference interviews for Wesco also found the support after the completion of implementation to be mediocre. Landis+Gyr has received higher ratings from our reference interviews. With the transition to AMI, a superior technical support system will be required to achieve a higher level of service to our customers.

Final Recommendation

CWLP recommends awarding RFP UE25-10 to Landis+Gyr for the electric AMI deployment, with the ability to integrate water endpoints and additional IoT applications as budgets allow.

This selection provides CWLP with the highest technical value, lowest operational risk, and most reliable long-term partnership for CWLP's AMI modernization strategy.

LANDIS+GYR
SUPPORT AGREEMENT

This Landis+Gyr Support Agreement (this “**Agreement**”), effective as of the last signature date below (“**Effective Date**”) by and between Landis+Gyr Technology, Inc. (“**Landis+Gyr**”) and City of Springfield doing business as City Water, Light & Power (“**Customer**”) sets forth the parties’ supplemental rights and obligations with respect to (i) maintenance and support for the Software licensed and (ii) Landis+Gyr Equipment purchased by Customer from Landis+Gyr, under the separate Master Purchase, License and Services Agreement by and between Landis+Gyr and Customer dated also as of the Effective Date (the “**Master Agreement**”). Defined terms used but not defined in this Agreement below have the meaning given to them in the Master Agreement.

1. Definitions.

“**Case**” means a communication from Customer to Landis+Gyr through the case tracking mechanisms of Landis+Gyr reporting a suspected Defect or other problems/questions the Customer is having with the Software or Equipment.

“**Commercially Reasonable Efforts**” means taking all such steps and performing in such a manner as a well-managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own.

“**Customer Support**” means a range of services provided by Landis+Gyr to address questions and issues associated with Landis+Gyr Software and products. Services include troubleshooting, best practices, correct application of the Software and Equipment as per Documentation, assistance recreating issues, addressing product Defects and accepting all product enhancement requests.

“**Defect**” means a (i) reproducible error in the Software or (ii) failure of Equipment to perform in substantial conformity with the specifications set forth in the Documentation.

“**Diagnose**” means to troubleshoot an issue, including making a determination whether or not the root cause is a Software or Firmware Defect.

“**Documentation**” means any and all manuals, user manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.

“**Endpoint**” means a sensory-type device, e.g., electric meter, water meter, gas meter, DA device, load control switch, etc., that is equipped with an Advanced Metering Infrastructure (AMI) communication module.

“**Equipment**” means Network Equipment, Endpoint (a sensory device), and/or hardware that Customer has purchased either (i) directly from Landis+Gyr or (ii) through an authorized agent.

“**Firmware**” means software embedded in the Network Equipment, Endpoints and/or hardware that the Customer has purchased either directly from Landis+Gyr or an authorized agent.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Landis+Gyr may provide to Customer from time to time during the term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

“Major Release” means updated release of Software to support major enhancements and addition of new functionality/modules, typically where the number to the right of the first decimal point has been changed.

“New Version” means any new functional module of the Software that Landis+Gyr may from time to time introduce and market as a distinct licensed product.

“Patch” means a change to the Software or its supporting data released to update, fix, improve, or to address a critical failure or Software Defect.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

“Respond” means to take the following steps: (i) acknowledge to Customer that a Case has been received; (ii) open a ticket for the Case in Landis+Gyr’s Case Management System and enter the relevant data; and (iii) request any additional information not included in the initial Case that is necessary for Landis+Gyr to reproduce the cause of the Case and begin to Diagnose it.

“Security Breach” is defined as any event involving an actual, potential, or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use, or any broader circumstances as defined in any applicable local law

“Service Exception” has the meaning set forth in Section 9.

“Service Levels” means the corresponding responses and response times associated with defined severity levels referred to in the Service Level Table.

“Service Level Table” means the table set out in Section 5.

“Software” means computer application and programs in any form that Customer licenses from Landis+Gyr and any Maintenance Releases.

“Supported Release” means the most recent Major Release of the Software and two preceding Major Releases, including Maintenance Releases and Patches issued since the time that preceding Major Releases became generally available; provided, however, for Meter Data Management

System Software, each Major Release will remain as a Supported Release for Thirty-Six (36) months after it is made generally available by Landis+Gyr.

2. **Term; Termination.** This Agreement will commence on the Effective Date and continue for an initial term of fifteen (15) years (the “**Initial Term**”).

2.1 **Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless a party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term.

2.2 **Fees During Renewal Terms.** Landis+Gyr’s Fees are fixed during the first year of the Initial Term. Fees may increase annually as of the June-to-June twelve-month percentage change to the Consumer Price Index (CPI-U) published for the end of Past Calendar Year. Consumer Price Index here is defined as – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100.

2.3 **Termination.** Either party may terminate this Agreement for cause upon sixty (60) days written notice for a default of material obligations by the other party not cured within such sixty (60) day period.

2.4 **Effect of Termination.** Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of all Confidential Information (copies and originals) of the requesting party as may be in the other party’s possession or under its control, as appropriate, to the requesting party.

3. **Support and Maintenance Services.**

3.1 Subject to the terms and conditions of this Agreement and the Software license terms and conditioned on Customer’s compliance therewith, during the Term, Landis+Gyr will provide to Customer Landis+Gyr’s standard customer support services in connection with the identification, diagnosis, and correction of Software Defects and/or Equipment issues, the provision of: (a) multi-channel assistance via Customer Support; (b) remote services via the Customer Support using screen share tools; (c) access to technical information on Landis+Gyr’s website for proper use of the Software and Equipment (collectively, the “**Support Services**”).

3.2 “**Maintenance Services**” will consist of Landis+Gyr providing all new Patches, Major Release and New Versions of the Software that are made generally available by Landis+Gyr so long as Customer has an uninterrupted Support Agreement.

3.3 Landis+Gyr shall notify its customers in a commercially reasonable period of time (no less than 12 months) should Landis+Gyr find it necessary to end of life (EOL) any Landis+Gyr Software or Equipment. Support for such EOL Software or Equipment will be limited to troubleshooting and knowledge sharing.

4. **Customer Support and Access.**

4.1 Case (or Support Request) and Customer Obligations.

- (1) Customer may request support services by way of a Case request. Customer along with Landis+Gyr shall classify Customer's requests for corrections in accordance with the severity levels classifications and definitions within the Service Level Table set forth below ("**Support Request**"). Customer shall submit each Case by e-mail, telephone, portal or such other means. Customer shall include in each support Case a description of the reported issue/question.
 - (2) Customer Obligations. Customer will, by and through its employees or consultants provide Landis+Gyr with:
 1. prompt notice of any product Defects; and
 2. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant issue and to respond to the relevant Case:
 - a. access to the Customer systems and the Customer's files and personnel;
 - b. output and other data documents and information, each of which is deemed Customer's Confidential Information; and
 - c. such other reasonable cooperation and assistance as Landis+Gyr may request.
- 4.2 Customer Support Hours. Landis+Gyr's Customer Support business hours are 8:00 AM to 7:00 PM Eastern Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends ("**Support Hours**"). In addition, emergency access to on-call personnel via Landis+Gyr's emergency service will be provided by Landis+Gyr after business hours, and 24 hours per day on weekends and holidays. Landis+Gyr shall provide advanced troubleshooting, via telephone or e-mail or portal, as deemed necessary by qualified Landis+Gyr personnel, to resolve Customer issues.
- 4.3 Submission Method. Customer may contact Customer Support through:
- (a) Telephone direct dial-in at 888.390.5733
 - (b) Customer support portal
 - (c) Email at: Support.na@landisgyr.com

5. Service Levels

Landis+Gyr shall provide Customer with support Services on the terms and conditions set forth herein.

- 5.1 Support Service Responsibilities. Landis+Gyr will:
- (1) respond to support Cases in accordance with the Service Level targets;
 - (2) provide telephone, email, or portal support as set forth below.
 - (3) Provide online access to case updates, customer information letters, customer service alert notices, including white papers, product documentation, to the full extent Landis+Gyr makes such resources available to its other customers.
- 5.2 Target Response Levels.

Landis+Gyr shall respond to all support Cases within the following targeted Response times based on designation of the severity of the associated Case by Landis+Gyr:

[Remainder of page intentionally left blank]

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 1 (Critical) - Production system is completely down or unavailable. - Business critical applications or service severely impacted for which there is no reasonable work-around. - An error with no reasonable work-around that results in a complete disruption of daily work. - During a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule. Severity Level 1 issues must be reported by phone.	Non-stop 24/7/365	Within 60 minutes	every 2 hours	24 hours	Supervisor: Immediately Manager: 30 minutes Director: 1 hour VP: at Director's discretion Customer may escalate at any time it feels unacceptable progress is being made.

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 2 (High) - Production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions. - Significant degradation in performance. - Major system feature/function failure for which there is no reasonable work-around. - During a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.	As needed 24/7/365	Within 4 hours	1 calendar day	7 calendar days	Supervisor: 1 hour Manager: 2 hours Director: at Manager's discretion VP: at Director's discretion Customer may escalate at any time it feels unacceptable progress is being made.

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
Severity 3 (Medium) - Production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality. - There is a low-to-medium impact to business functions but it is manageable using a reasonable work-around.	During business hours	1 Business Day	3 Business Days	15 Business days	If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utility's request. Customer may escalate at any time it feels unacceptable progress is being made.
Severity 4 (Low) General usage question, request for information, reporting a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.	During business hours	3 Business Days	5 Business Days	As decided jointly between the business and utility.	If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utility's request. Customer may escalate at any time it feels unacceptable progress is being made.

In order for Landis+Gyr to meet Target Response Times outlined above, customers should make contact via telephone to report Critical or High issues. Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

6. Support Escalation Policy:

- 6.1 For each and every support issue presented to Landis+Gyr, the Customer Support teams work to respond as per the targeted initial and subsequent target response times. Occasionally, an issue requires a faster response, more attention, and a deeper understanding of the impact on your business.
- 6.2 When Severity Level cases classified as Critical are received, all Landis+Gyr support teams, including Support Managers, Escalations Manager, and Executive Leadership are immediately notified. The critical issue is triaged immediately, and then, the escalations leader and/or case owner contacts the customer and/or opens a phone bridge to begin efforts to address the issue. Both Landis+Gyr and Customer will work in good faith to address the issue. The critical issue is worked until a work-around or resolution is provided, or customer agrees the Case severity is no longer critical and can be changed to a service level other than severity one.
- 6.3 Regardless of the Case severity, if a Customer believes that they are not receiving the proper response, the Customer may escalate the concern to Landis+Gyr. A customer may escalate the issue by notifying the concern to their Account Executive or ask the Case owner to escalate their Case to a customer Support Manager.
- 6.4 For any critical or escalated issue, the Customer Support Manager becomes involved and is responsible for ensuring the shortest possible resolution time through engaging the appropriate people and communicating the agreed action plans to the stakeholders from any of the personnel involved. They proactively engage the senior executives, as appropriate, to improve customer relationships and demonstrate Landis+Gyr's commitment to the customer at the highest levels.

7. Releases. During the warranty period and the period for which maintenance has been purchased by Customer and as part of maintenance, Landis+Gyr will provide to Customer all Major Releases, Maintenance Releases, and all critical Patches of the licensed Software and Firmware as available (collectively, the "**Releases**").

- 7.1 All Releases shall be included in the definition of Software under the separate license agreement. Such obligation is limited to Releases which Landis+Gyr generally releases to all its customers during such time period.
- 7.2 Customer is responsible for installation and integration of any Release, excluding a Release relating to Infringement (which Release shall be the sole responsibility of Landis+Gyr). If the parties agree upon terms for Landis+Gyr to provide services in connection with the installation or further integration of a Release, that understanding will be documented under a separate consulting services agreement.
- 7.3 Landis+Gyr will not be obligated to provide maintenance if Customer has not installed a Supported Release.

- 7.4 For avoidance of doubt, Software upgrades do not include new modules, application extensions, components, interfaces and adapters supporting additional functions.
- 7.5 Landis+Gyr may issue customer service alerts when necessary. Landis+Gyr will make the most current user manuals available through a customer portal that will be provided to Customer at no additional charge.
- 7.6 Landis+Gyr will test Releases applying its Commercially Reasonable Efforts before certifying them as generally available.
- 7.7 Custom code developed by Landis+Gyr for the Customer may be agreed upon under a mutually agreed statement of work for additional fees. Support for such customized code would be described in such statement of work.

8. **Privacy and Security Requirements**

- (a) Landis+Gyr, including its staff or any individual otherwise acting on behalf of the company, shall access and Process Customer's Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement or Customer's further written instructions.
- (b) Landis+Gyr shall use technical and organizational measures that meet industry standards to ensure the security and confidentiality of Customer's Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss.
- (c) Landis+Gyr shall notify Customer no later than 72 hours after being made aware of any suspected or actual Security Breach involving any Customer's Personal Data. Landis+Gyr shall also provide Customer with a description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person, and any other information Customer may reasonably request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Landis+Gyr agrees to promptly to take action, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach, and to carry out any recovery or other action (e.g., mailing statutory notices) necessary to remedy the Security Breach. To the extent reasonably and legally permitted, the content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") will be approved by Customer prior to any publication or communication thereof to any third party, which such approval shall not be unreasonably withheld. Landis+Gyr shall pay for or reimburse Customer for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of Notices, legal fees and any credit monitoring services if applicable.
- (d) Upon termination of this Agreement, for whatever reason, Landis+Gyr shall stop the Processing of Customer's Personal Data, unless instructed otherwise by Customer, and these undertakings shall remain in force until such time as Landis+Gyr no longer possesses Customer's Personal Data.

9. **Customer Responsibilities.** Maintenance under this Agreement does not include and will not be provided by Landis+Gyr to Customer to the extent Customer does not comply in all material respects

(to the extent applicable to the particular Software, Firmware and Equipment) with the following responsibilities of Customer:

- (a) Ensure that the physical system environment, e.g., hardware requirements and configurations, temperature, humidity, physical security, is within Landis+Gyr's recommended parameters as specified in the Landis+Gyr recommended environments Documentation which is provided to Customer prior to implementation.
- (b) Customer will perform field maintenance on the Equipment. This includes, but is not limited to, updating the Firmware and communication module Firmware to the latest versions which have been provided by Landis+Gyr
- (c) Check system operational logs for Software Defects and verify that non-AMI network events are excluded.
- (d) Check file system for any corruption.
- (e) Monitor disk space.
- (f) Back up the Landis+Gyr application software and configure files on a regular basis (weekly and monthly).
- (g) As applicable, maintain system users' password control and network security at all levels.
- (h) Investigate faults relating to the interconnection between the Software and the hardware of the host system.
- (i) Generate and monitor system statistics, as recommended in writing by Landis+Gyr during the project kick off meeting.
- (j) Make available to Landis+Gyr, if necessary, a remote communication connection to the Software for Landis+Gyr to provide remote system support.
- (k) Reasonably cooperate with and assist in Landis+Gyr's verification and replication of Defects.
- (l) Provide to Landis+Gyr all reasonable access to the location of the Software, Equipment and the host system hardware, including access to all relevant utilities, data communications sources, and data. Access can be in the form of secure VPN, web conferencing, remote access, or other secure access methodology as agreed by the parties in writing.
- (m) When reporting a suspected Defect, Customer is obligated to: (i) ensure that the use of the Software and Equipment is in accordance with its Documentation; (ii) use commercially reasonable efforts to eliminate any third party hardware, any operating system software, and any third party application software deficiencies; (iii) capture all relevant data, reasonably document the relevant operating conditions and other operating information, and supply Landis+Gyr with reasonably requested diagnostic information in English; and (iv) implement mutually agreed upon remedial, corrective or work-around procedure(s) and reasonably describe any limitations imposed by such corrections or workarounds that are known to Customer.

- (n) Once Customer completes its testing and validation procedures, Customer will promptly install all Software and Equipment provided by Landis+Gyr from time to time pursuant to this Agreement within a reasonable time after receipt thereof provided that such Software and Equipment is at no additional cost to Customer. Customer will use reasonable efforts to notify Landis+Gyr of any such installation of Software and Equipment within a reasonable period of time after installation. Customer shall endeavor to notify Landis+Gyr of verified resolution or otherwise take action within 10 business days of a shipment from Landis+Gyr with respect to a suspected Defect.

10. Exclusions from Coverage.

10.1 Matters Which Cause an Exclusion of Coverage. Support Services does not include and will not be provided with respect to any Case which is in part or whole caused by or the result of any of the following (each a “Service Exception”):

- (a) Any modification of the Software and Equipment performed by any party other than (i) Landis+Gyr or (ii) a third party approved in writing by Landis+Gyr in advance which performs such modifications in accordance with the Documentation.
- (b) Any use of the Software and Equipment not in compliance with Landis+Gyr Documentation.
- (c) Any hardware, peripheral products, or software not provided by Landis+Gyr or the interoperability of those products with the Software and Equipment other than those contemplated under the Agreement or the Documentation.
- (d) Any Defect, performance degradation, deficiencies, or non-compliance in any hardware or any other software used in connection with the Software, but not supplied by Landis+Gyr.
- (e) Unsealing, opening, or any modification of the Equipment performed by any party other than (i) Landis+Gyr or (ii) a third party approved in writing by Landis+Gyr in advance which performs such modifications in accordance with the Documentation.
- (f) Landis+Gyr hardware or equipment purchased from an unauthorized seller, dealer, or distributor.
- (g) Customer specific code installed and managed by the customer.
- (h) Customer specific code developed and managed by a third party.
- (i) Any other event not caused by Landis+Gyr.

10.2 Matters Excluded from Coverage. Maintenance is only provided as specified in this Agreement. Any additional services are not included in maintenance and will require other agreements between the parties. The following services are not included in maintenance:

- (a) Design and configuration of the Software.
- (b) System administration work that should be completed by Customer’s system administrator, as addressed in the applicable SOW or project kick off meeting.

- (c) On-Site support services.
 - (d) Delivery, license, or implementation of Software Releases other than those Releases specified herein.
 - (e) Server hardware repairs and replacements.
 - (f) Advanced Signaling Certification and maintenance. Certification (ANSI/ITU compliance) and maintenance for SS7, ISDN, and future advanced signaling protocols.
- 10.3 Reproducible Matters. Customer will promptly notify Landis+Gyr of a Defect. The parties acknowledge that maintenance under Agreement (and any warranty services in this Agreement with respect to the Software and Equipment) may be difficult to provide unless a Defect or alleged Defect is reproducible or verifiable by Landis+Gyr.

11. Quantity Compliance.

- 11.1 Record Keeping. Customer agrees to keep all usual and proper records relating to the Software. Customer will provide Landis+Gyr a verification of all Software products in use throughout Customer's organization showing the number of devices in use within the respective Software. Such information shall be provided to Landis+Gyr at least annually and no later than sixty (60) days prior to the anniversary of the Effective Date each year.
- 11.2 Verification of Usage. Customer agrees to deliver to Landis+Gyr an annual status of the number of devices in the Software (the "Customer Verification") by either (i) enabling the reporting option(s) built into the Software which would automatically provide usage data to Landis+Gyr; or ii) manually run usage report/query that Customer provides back to Landis+Gyr as directed by Landis+Gyr.
- 11.3 Noncompliant Usage. Should Customer not provide the Customer Verification on-time as described in this Section Quantity Compliance will subject Customer to any of the following at Landis+Gyr's option:
- a "true up" of license fees per the Master Purchase License and Services Agreement and alignment of annual Support Fee;
 - non-conformance fee of 10% of license fee and corresponding increase to the annual Support Fee;
 - automatic escalation into next pricing tier;
 - external, third party audit of the number of devices within the Software by Landis+Gyr's preferred third party and at Customer's expense;
 - termination of Support Agreement

12. Limitation of Liability

- 12.1 No Consequential or Indirect Damages. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFIT, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

- 12.2 Maximum Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LANDIS+GYR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- 12.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM: PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED EITHER PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR WILLFUL MISCONDUCT.

13. General

- 13.1 Complete Agreement, Modification and Assignment. The parties agree that this Agreement and any ancillary agreements, exhibits or schedules constitutes the complete and exclusive agreement between them with respect to its subject matter and supersedes all previous understandings, negotiations, proposals, acknowledgements, and representations, whether oral or written with respect thereto. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of Customer and Landis+Gyr. Customer may not assign this Agreement, or its rights or obligations under them without the express written consent of Landis+Gyr which shall not be unreasonably withheld. Any exhibit attached hereto is incorporated herein by this reference.
- 13.2 Notices. Notices, other than routine communications having no legal effect, shall be in writing and shall be sent by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile addressed to the addresses set forth below:

For Customer:	City Water, Light, & Power 800 E Monroe St, Springfield, IL 62757 Attn: Legal Department Email: Corporation.Counsel@springfield.il.us
For Landis+Gyr:	Landis+Gyr Technology, Inc. 30000 Mill Creek Avenue, Suite 100 Alpharetta, GA 30022 Attn: Legal Department Email: legalcontractteam@landisgyr.com

- 13.3 Force Majeure. Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, epidemics, pandemics, or outbreak of communicable disease, quarantines, or other causes beyond its reasonable control. To the extent a party is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practicable, then the parties may extend the time for performance by written agreement. In the event it shall become impossible for Landis+Gyr or Customer to perform its respective obligations because of force majeure, then in such event the party so unable to perform may terminate this Agreement upon written notice to the other. In no event shall an event of force majeure excuse or delay the payment of any amount owed by one party to the other party under this Agreement.
- 13.4 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no party other than Landis+Gyr and Customer shall have any legally enforceable rights under this Agreement.
- 13.5 Headings. All headings used in this Agreement are for reference purposes only and are not part of this Agreement.
- 13.6 Waiver; Severability. No delay or omission by Customer or Landis+Gyr in enforcing its rights or remedies under this Agreement shall impair such right or remedy or be deemed to be a waiver thereof. Any waiver, in whole or in part of any provision of this Agreement will not be considered to be a waiver of any other provision. No waiver of this Agreement shall be valid unless in writing and signed by the parties thereto. If any term of this Agreement is found to be unenforceable or invalid for any reason, such term shall not affect the other provisions, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Customer and Landis+Gyr set forth in this Agreement, and all other terms will remain in full force and effect.
- 13.7 Independent Contractor. Nothing in this Agreement shall be read as appointing either party as the agent or legal representative of the other party for any purpose whatsoever, nor shall either party hold itself out as such. This Agreement does not create or is intended to create any express or implied relationship of joint ventures, partners, employer and employee, associates, or principal and agent between the parties, and both parties are acting as independent contractors and principals for their own accounts. Neither party is granted any right or responsibility for or on behalf of the other or otherwise to bind the other. In providing the maintenance, Landis+Gyr shall have sole responsibility for all persons employed by it in connection with the performance of such maintenance and, except as provided in this Agreement, Landis+Gyr shall solely determine the methods, details, and means of performing the Services.
- 13.8 No Personally Identifiable Information. Landis+Gyr software support specialists may request that Customer send Landis+Gyr the problem information, systems data or test cases, etc., or that Landis+Gyr support specialists be able to view it with Customer electronically. To accomplish this, Customer may be offered several options by the Landis+Gyr support specialist. Customer agrees that it will not send or provide Landis+Gyr access to any personally-identifiable information ("PII"), whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or

disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer shall immediately notify Landis+Gyr in writing, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr systems.

13.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Illinois and shall for all purposes be construed and enforced in accordance with Illinois law without regard to its conflicts of laws principles.

13.10 Compliance with Regulations and Executive Orders.

Each Party agrees that it is in compliance with all of the applicable laws, regulations and Executive Orders in force regarding discrimination.

13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Effective Date.

Acknowledged and agreed by the authorized representatives of the parties.

Landis+Gyr Technology, Inc.

City Water, Light & Power

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Landis+Gyr Technology, Inc.

Signature

Printed Name

Title

Date

Exhibit A

Fees and Payment Terms

Invoice and Payment. Landis+Gyr will issue invoices to Customer for all amounts owed to Landis+Gyr hereunder. Invoices for Support and Software Maintenance Services shall be issued yearly in advance. Payment is due within thirty (30) days of the invoice date. Late payments will be subject to interest from the due date at the lesser of one percent (1%) per month or the maximum rate allowed by law.

ANNUAL SOFTWARE MAINTENANCE FEE	
Description	Annual Fee
TechStudio Annual Support Fee (per license)	\$220.00

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: \$40,175.92SUGGESTED TITLE: Accepting Proposal No 25-10/ Landis + Gyr Technology/ Support Agreement / \$40,175.92/ For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Landis + GYR Technologies Inc VENDOR NO: _____CONTRACT TERM: 15 years Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$40,175.92
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 499-12-25Is 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	CB	3622	2310	\$40,175.92
2						
3						
4						

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

Master Services Contract

STAFF ANALYSIS

This Ordinance accepts Proposal UE25-10 and authorizing of the Support Agreement with Landis+Gyr Technology, Inc in an amount not to exceed \$40,175.92 over an initial fifteen (15) year term for the Advanced Metering Infrastructure (AMI) project. The Support Agreement provides support and maintenance services for Landis+Gyr software and equipment purchased or licensed as part of the AMI deployment, including customer support, case management, troubleshooting, software maintenance, patches, releases, related technical support services. The amount is based on ten (10) TechStudio Annual Support License at \$220.00 per license per year for fifteen (15) years including an estimated price adjustment allowance starting year 2 based on a 26 year average of CPI from the Bureau of Labor and Statistics. The Support Agreement includes pricing adjustment provisions as set forth in the agreement. Any price adjustments, additional licenses, optional support services, premium support packages, or additional services shall be subject to available appropriation and any required City approvals. The MPLSA and SaaS Agreements are being submitted as separate, ordinance requestss.

FUNDS CHECK BY: Dakota CapranicaDigitally signed by Dakota Capranica
Date: 2026.07.07 08:43:44 -05'00'DIRECTOR / SUPERVISOR: Gorsek, MikeDigitally signed by Gorsek, Mike
Date: 2026.07.02 15:24:18 -05'00'

CITY PURCHASING AGENT: _____

Date: _____

Date: Scott RogersDate: 7/7/2026

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-348

**AN ORDINANCE AUTHORIZING THE TECHNICAL SUPPORT AND
MAINTENANCE FOR THE PI HISTORIAN SOFTWARE FOR THE POWER PLANT
ELECTRIC GENERATION DEPARTMENT FROM OSISOFT, LLC IN AN AMOUNT
NOT TO EXCEED \$89,441.02 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, this Ordinance approves the technical support and maintenance for the PI Historian software for the Power Plant Electric Generation Department with OSIsoft, LLC (“OSIsoft”); and

WHEREAS, PI Historian software is used to collect Power Plant data and distribute information to management, operations, and maintenance personnel; and

WHEREAS, OSIsoft is the only vendor that can provide the necessary technical support and maintenance for the PI Historian software system; and

WHEREAS, the support period is September 1, 2026, through August 31, 2027; and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

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 the technical support and maintenance for PI Historian software for the Power Plant Electric Generation Department from OSIsoft in the amount not to exceed Eighty-Nine Thousand Four Hundred Forty-One Dollars and Two Cents (\$89,441.02).

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

Section 3: The payment to OSIsoft for the total maximum amount of Eighty-Nine Thousand Four Hundred Forty-One Dollars and Two Cents (\$89,441.02) from Account Nos. 102-100-CAA-7713-1205 and 102-100-CAA-7701-1606 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

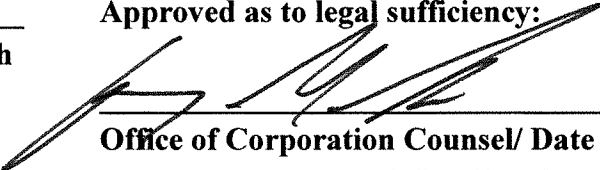
SIGNED: _____, 2026

RECORDED: _____, 2026

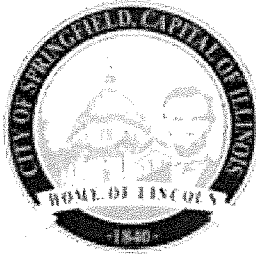
Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher



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

MEMORANDUM

TO: Emily Rosenberger

FROM: James W. Peters, Purchasing Agent

DATE: July 2, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning OSIssoft LLC for yearly maintenance and technical support for the Plant Information System in an amount not to exceed \$89,441.02 for the Office of Public Utilities.

Based on the information provided, OSIssoft LLC is the Original Equipment Manufacturer (OEM)/Distributor and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: OSIsoft LLC

CONTRACT AMOUNT: \$89,441.02

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord. 349-08-22, OSISoft LLC, \$66,330.00, 1 years

INFORMATION:

This Ordinance is for yearly maintenance and technical support for our Plant Information (PI) System. PI is used to collect data at the Generating Facilities and parts of the Transmission and Distribution system for analysis and load forecasting. This annual maintenance agreement covers not only the user interface but the data collection archive and interfaces with different data streams. The current agreement expires 8/31/26. OSIsoft LLC is the OEM for this product and should be considered a sole source.

QUOTATION

QUOTE# Q-198614 | May 19, 2026

Quote Valid To August 30, 2026

SELLER

OSIsoft, LLC

1600 Alvarado Street, San Leandro,
California 94577, USA

Renewal Contact:

Dani Guandique
dani.guandique@aveva.com

PURCHASER

City of Springfield Off.of PublUtilities

City of Springfield
Off.of PublUtilities 3100
Adlai Stevenson Drive
Springfield IL United
States of America 62703-
4462
United States of America

Contact:

Zach Stead
217-757-8670 x 2466
zach.stead@cwlp.com

INTRODUCTION

OSIsoft, LLC ("Seller") is submitting the present Quote to City of Springfield Off.of PublUtilities ("Purchaser").

Payment Terms: Net 30

In accordance with the terms of your agreement with us - timely payment of annual fees for our Software Reliance Program ("SRP") is required to continue receiving the benefits of our SRP program, including but not limited to accessing product downloads, submitting service requests and creating technical support cases. Avoiding lapses and late payments of SRP also serves to eliminate possible restrictions with regard to additional software license purchases.

SUMMARY

*Final Invoiced price is subject to following conditions:

- Taxes may apply.
- Software provided by download.If physical media shipment is requested, additional charges will apply.
- Total Software Reliance Program (SRP) price is estimate based on the dates indicated.
- Final SRP price will be prorated according to the date the order is processed.

Total Software Value: 250,580.10

SRP Fees: 50,116.02

*Total Price (USD): 50,116.02

Thank you for your business!

**Purchase Order (PO)
Requirements**

Pre-Requisites:

- Ensure Licensee (End-User) has an executed Software License and Services Agreement (SLA) with OSIsoft LLC.
- Ensure that the PO is issued to the OSIsoft Legal Entity 'OSIsoft, LLC' and in USD currency.
- Provide complete Bill-To and Ship-To (destination of software, download, or service) information: (Full Company legal name and address).
- Provide complete Licensee (End-User) information: (Full Company legal name, address, and phone number).

Invoice Schedule:

Year	Amount
Year 1	\$ 50,116.02

End-User Name: [City of Springfield Off.of PublUtilities](#)
Site Name: City of Springfield Office of Public Utilities-Springfield
End-User SLA #: 1011653
End-User Subtotal: \$ 50,116.02

SOFTWARE RELIANCE PROGRAM (SRP)

#	PRODUCT	QTY	NET PRICE	NET TOTAL
1	Software Reliance Program Fees (20.00%) SRP period: Sep 1, 2026 - Aug 31, 2027	1	\$ 50,116.02	\$ 50,116.02

End-User Name: **City of Springfield Off.of PublUtilities**
Site Name: **5005082 - Dallman Station**
End-User SLA #: **1011653**
End-User Subtotal: **\$ 0.00**

TOTAL SOFTWARE VALUE

#	PRODUCT	QTY	NET PRICE	NET TOTAL
1	PI Server 30000 Serial#: 3970 - 1 PI Interface for Modbus Ethernet PLC - 1 PI Interface for OPC DA - 2 PI Interface for Emerson Ovation - 1 PI Interface for HTML - 1 PI Interface for Environmental System Corp StackVision - READ/WRITE	1	\$ 204,050.00	\$ 204,050.00
2	PI Client Data Access Pack (Leg) Serial#: 1056618	10	\$ 470.00	\$ 4,700.00
3	PI DataLink Individual User Serial#: 10237176	65	\$ 410.00	\$ 26,650.00
4	PI SDK (Individual user) Serial#: 2056450	1	\$ 275.00	\$ 275.00
5	PI ODBC Individual user Serial#: 1056621	10	\$ 295.00	\$ 2,950.00

**Recommended
Hardware and
System Requirements**

The recommended system requirements for PI software can be found on the OSIsoft Customer Portal:

<https://my.osisoft.com>

You may also obtain this information by contacting OSIsoft Technical Support by calling +1 (510) 297-5828 or log a case through your customer portal. These should be used as guidelines. A validation of these requirements is required prior to the acceptance of the Terms and Conditions.

Terms and Conditions

Any order submitted to OSIsoft, LLC by or on behalf of City of Springfield Off.of PublUtilities ("Customer") will be governed by the Software License and Services Agreement by and between OSIsoft, LLC. and City of Springfield Off.of PublUtilities dated 10/1/1999 (Agreement# 1011653) and any corresponding pricing agreements. Customer and any party submitting such order(s) agree to be bound by the SLA, and Customer agrees that it will be responsible for any such third parties acting on its behalf.

**Software and SRP
Conditions**

1. Note that the terms and conditions of the SLA or other agreements executed by OSIsoft and Customer will be the sole and exclusive terms and conditions governing Customer's purchase and license of Products and Services from OSIsoft.
2. The prices quoted herein are in US \$, delivered DAP Licensee location and are valid for the period set forth above.
3. This Quote does not include hardware, cables, generic or third-party software, or any other such supplies required to use the licensed software.
4. Except for taxes quoted and paid by OSIsoft on its net income, all amounts due pursuant to OSIsoft's invoices are net of, and Licensee will be solely responsible for, any shipping charges and withholding, use, sales, value-added, import, and any other taxes, fees, tariffs, or duties associated with this Quote or Licensee's use of the OSIsoft products and technical support services.
5. OSIsoft reserves the right to change our price list as we deem necessary.
6. OSIsoft's standard annual SRP subscription renewal rate is 20.00% of current list price.

QUOTATION

QUOTE# Q-198278 | April 14, 2026

Quote Valid To August 30, 2026

SELLER

OSIsoft, LLC

1600 Alvarado Street, San Leandro,
California 94577, USA
United States of America

Account Manager:

Dani Guandique
dani.guandique@aveva.com

PURCHASER

City of Springfield Off.of PublUtilities

City of Springfield Off.of PublUtilities
3100 Adlai Stevenson Drive
Springfield IL United States of
America 62703-4462
United States of America

Contact:

Zach Stead
217-757-8670 x 2466
zach.stead@cwlp.com

INTRODUCTION

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SUMMARY

*Final invoiced price is subject to following conditions:

- Taxes may apply.
- Software provided by download.If physical media shipment is requested, additional charges will apply.
- Total Software Reliance Program (SRP) price is estimate based on the dates indicated.
- Final SRP price will be prorated according to the date the order is processed.

Total Software License Fees: 39,325.00

*Projected Prorated SRP: 0.00

*Total Price (USD): 39,325.00

Thank you for your business!

**Purchase Order (PO)
Requirements**

Pre-Requisites:

- Ensure Licensee (End-User) has an executed Software License and Services Agreement (SLA) with OSIsoft LLC.
- Ensure that the PO is issued to the OSIsoft Legal Entity 'OSIsoft, LLC' and in USD currency.
- Provide complete Bill-To and Ship-To (destination of software, download, or service) information: (Full Company legal name and address).
- Provide complete Licensee (End-User) information: (Full Company legal name, address, and phone number).

Invoice Schedule:

Year	Amount
Year 1	\$ 39,325.00

End-User Name: [City of Springfield Off.of PublUtilities](#)
Site Name: City of Springfield Office of Public Utilities-Springfield
End-User SLA #: 1011653
End-User Subtotal: \$ 39,325.00

SUBSCRIPTIONS

#	PRODUCT	QTY	NET PRICE	NET TOTAL
1	PI Vision Subscription Sep 1, 2026 - Aug 31, 2027	65	\$ 39,325.00	\$ 39,325.00

**Recommended
Hardware and
System Requirements**

The recommended system requirements for PI software can be found on the OSIsoft Customer Portal:

<https://my.osisoft.com>

You may also obtain this information by contacting OSIsoft Technical Support by calling +1 (510) 297-5828 or log a case through your customer portal. These should be used as guidelines. A validation of these requirements is required prior to the acceptance of the Terms and Conditions.

Terms and Conditions

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**Software and SRP
Conditions**

1. Note that the terms and conditions of the SLA or other agreements executed by OSIsoft and Customer will be the sole and exclusive terms and conditions governing Customer's purchase and license of Products and Services from OSIsoft.
2. The prices quoted herein are in US \$, delivered DAP Licensee location and are valid for the period set forth above.
3. This Quote does not include hardware, cables, generic or third-party software, or any other such supplies required to use the licensed software.
4. Except for taxes quoted and paid by OSIsoft on its net income, all amounts due pursuant to OSIsoft's invoices are net of, and Licensee will be solely responsible for, any shipping charges and withholding, use, sales, value-added, import, and any other taxes, fees, tariffs, or duties associated with this Quote or Licensee's use of the OSIsoft products and technical support services.
5. OSIsoft reserves the right to change our price list as we deem necessary.
6. OSIsoft's standard annual SRP subscription renewal rate is 20.00% of current list price.



ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS
(<https://www.ilsos.gov/>)

Search Ilsos.gov...



(<https://www.ilsos.gov/search/searchgoogle.html>)

Driver's
Licenses & ID Cards ✓

Vehicles,
Plates & Titles ✓

Business
Services ✓

More
Services ✓

Business Entity Search

Entity Information

Entity Name

OSISOFT, LLC

Principal Address

1600 ALVARADO ST.
SAN LEANDRO, CA 94577

File Number

03358526

Status

ACTIVE on 10-01-2025

Entity Type

LLC

Type of LLC

Foreign

Org. Date/Admission Date

12-06-2010

Jurisdiction

DE

Duration

PERPETUAL

2026-349

Annual Report**Filing Date**

10-01-2025

Annual Report**Year**

2025

Agent Information

ILLINOIS CORPORATION SERVICE COMPANY

801 ADLAI STEVENSON DRIVE

SPRINGFIELD, IL 62703-4261

Agent Change Date

12-06-2010

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

Purchase Master Entity Certificate of Good Standing

Adopting Assumed Name (<https://apps.ilsos.gov/llcassumedadoptname/>)

Change of Registered Agent and/or Registered Office (<https://apps.ilsos.gov/llcagentchange/>)

English

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: \$89,441.02SUGGESTED TITLE: Approval/ OSIssoft LLC/ Yearly Maintenance / \$89,441.02/ For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: OSIssoft, LLC VENDOR NO: OS001700CONTRACT TERM: 1 year Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$89,441.02
(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 349-08-22Is 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	CAA	7713	1205
2	102	100	CAA	7701	1606
3					
4					

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

Previous Ordinance, Quote

STAFF ANALYSIS

This Ordinance is for yearly maintenance and technical support for our Plant Information (PI) System. PI is used to collect data at the Generating Facilities and parts of the Transmission and Distribution system for analysis and load forecasting. This annual maintenance agreement covers not only the user interface but the data collection archive and interfaces with different data streams. The current agreement expires 8/31/26. OSIssoft LLC is the OEM for this product and should be considered a sole source.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.22 14:29:47 -05'00'DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.06.18 15:46:58 -05'00'CITY PURCHASING AGENT: [Signature]SIGN OFF: [Signature]

(Mayor's Signature)

Date: _____

Date: Scott M. Rogers
Digitally signed by Scott M. Rogers
Date: 2026.06.22 14:03:38 -05'00'Date: 7-2-2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-349

AN ORDINANCE AUTHORIZING THE PURCHASE OF BARRACUDA EMAIL PROTECTION AND CLOUD EMAIL ARCHIVING FROM J4 TECH SOLUTIONS, FROM AN OMNIA JOINT PURCHASE CONTRACT IN THE AMOUNT NOT TO EXCEED \$56,952.00, 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, the ordinance approves the purchase of Barracuda Email Protection and Cloud Archiving Subscription ("Barracuda") with J4 Tech Solution ("J4") for a 16-month term; and

WHEREAS, Barracuda will use the corporate email system to archive emails and filter out potentially harmful email messages; and

WHEREAS, in accordance with the provisions of Section 38.50 (3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under OMNIA GSA.

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 the purchase of Barracuda for a 16-month term from J4 in the amount not to exceed Fifty-six Thousand Nine Hundred Fifty-two Dollars and No Cents (\$56,952.00).

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with J4 on behalf of the City of Springfield Office of Public Utilities.

Section 3: The payment to J4 for the total maximum amount Fifty-six Thousand Nine Hundred Fifty-two Dollars and No Cents (\$56,952.00) from Account Nos. 101-200-JB-6246-1601, 102-200-JB-7846-1601, 001-107-GENC-VARI-1605, and 003-107-LIBR-LIBR-1605 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:

 7-15-26

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: J4 Tech Solutions

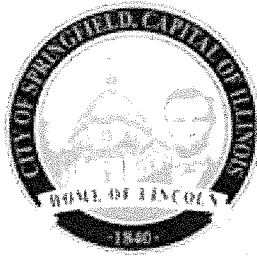
CONTRACT AMOUNT: \$56,952.00

TYPE OF AWARD: Omnia GSA

PRIOR ORDINANCE INFORMATION:

INFORMATION:

This Ordinance is for the purchase of a 16 month renewal for the Email Gateway subscription and Email Archiving Subscription used by the corporate email system to archive emails and filter out potentially harmful email messages, cloud service to maintain security for the M365 email environment for the Information Systems Division.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones - Assistant Purchasing Agent 

DATE: June 30, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning J4 Tech Solutions for sixteen (16) month renewal for Email Gateway and Email Archiving Subscription – Barracuda Email Protection in an amount not to exceed \$56,952.00 for CWLP – Information Systems Division.

OMNIA Partners Joint Purchase Contract # R250307.

Pursuant to Article 38.50 (3)(b) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a State of Illinois contract available for joint purchasing.



J4 Tech Solutions
2460 Dundee Rd
Suite 21
Northbrook, Illinois 60062
United States
www.j4techsolutions.com
(P) 1-847-587-3020

Date
Jun 25, 2026 04:32 PM CDT
Expiration Date
07/31/2026
Modified Date
Jun 26, 2026 10:57 AM CDT
Follow Up
06/25/2026
Quote #
8589 - rev 1 of 1
Description
SPRI8589 - [8/1/2026] Upgrade to Advanced Plan
+ Archiver Renewal Omnia R250307
SalesRep
Jensen, John
(P) 1-847-587-3020
Customer Contact
Underfanger, Jay
(P) 217-789-2000 ext. 2804
Jay.Underfanger@cwlp.com

Customer
City of Springfield (CO253)
Underfanger, Jay
300 S 7TH ST STE 104
Springfield, IL 62701
United States
(P) 217-789-2043

Bill To
City of Springfield
Underfanger, Jay
300 S 7TH ST STE 104
Springfield, IL 62701
United States
(P) 217-789-2000 ext. 2804
Jay.Underfanger@cwlp.com

Ship To
City of Springfield
Underfanger, Jay
300 S 7TH ST STE 104
Springfield, IL 62701
United States
(P) 217-789-2000 ext. 2804
Jay.Underfanger@cwlp.com

Customer PO:

Terms:
Undefined

Ship Via:
Other Electronic
Carrier Account #:

Special Instructions:

OMNIA Contract R250307			
1	Barracuda Cloud Archiving Service Subscription license (1 month) - 1 user - hosted Note: 1400 Users - TERM: [11/23/2026 - 11/22/2027]	16800	\$2.03
2	Barracuda Email Protection - Advanced Plan Subscription license [1 month] - 1 user - hosted Note: 1400 Users - TERM: [8/1/2026 - 11/22/2027]	22400	\$1.02

OMNIA Partners R250307

Subtotal: \$56,952.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Misc: \$0.00
Total: \$56,952.00

Quotes Subject to Pricing Changes after 24hrs Due to Current Volatile Market Conditions Prices do NOT include applicable taxes, insurance, shipping, delivery, credit card processing fees, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Customer shall be responsible for all applicable sales, use, lease, value-added, excise, and other taxes, including without limitation the City of Chicago Personal Property Lease Transaction Tax (the "Lease Tax"), arising from or relating to Customer's access to or use of the Software. If any such taxes are required to be collected or remitted by Reseller, Reseller will add such amounts as a separate line item on the invoice, and Customer agrees to pay such amounts in addition to the fees for the Software. Reseller shall not be liable for any penalties or interest resulting from Customer's failure to pay applicable taxes.

2026-350

3168.666667 50698.7

Barracuda breakdown.

Project Total \$56,952.00

Omnia GSA Contract

CWLP ISD Cost \$23,841.29
City OBM Cost \$33,228.55
Library Cost \$1,806.75
total Cost \$58,876.58

ISD purchase costs
101 \$3,287.51
102 \$18,629.20
total \$21,916.70

M365 Licenses 6/22/26 1450
CWLP 509 \$21,916.70
Lincoln Library 46 \$1,806.75
City 846 \$33,228.55
Spare 49 \$1,924.58
1450

2,998.82 Cost Per Seat \$39.28
\$58,876.58

Fund	AGCY	ORGAN ACTIVITY	OBJECT
101	200 JB	6246	1605
102	200 JB	7846	1605
1	107 GENC VARI		1605
3	107 LIBR LIBR		1605

cost
Total Breakdown
\$3,576.19
\$20,265.09
\$33,228.55
\$1,806.75

001-107-GENC-VARI-1605
003-107-LIBR-LIBR-1605

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: \$56,952.00SUGGESTED TITLE: Purchase / J4 Tech Solutions/ Barracuda Email Protection and Cloud Email Archiving Subscription/ For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: J4 Tech Solutions VENDOR NO: VC0000007915CONTRACT TERM: 16 months Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$56,952.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: Omnia GSA
☐ 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	101	200	JB	8246	1601 \$3287.51
2	102	200	JB	7846	1601 \$18629.20
3	001	107	GENC	VARI	1605 \$33228.55
4	003	107	LIBR	LIBR	1605 \$1805.75

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

Price quote from Omnia Contract pricing.

STAFF ANALYSIS

This purchase is for a 16 month renewal for the Email Gateway subscription and Email Archiving Subscription used by the corporate email system to archive emails and filter out potentially harmful email messages, cloud service to maintain security for the M365 email environment for the Information Systems Division.

Funds Check By: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2026.06.30 09:29:00 -05'00'DIRECTOR / SUPERVISOR: Jay Underfanger

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: 06/30/26Date: 6/30/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-350

2026-351

**AN ORDINANCE AUTHORIZING THE PURCHASE OF VACUUM PUMP ASSEMBLY
FROM HARRIS EQUIPMENT CORPORATION FOR DALLMAN UNIT 4, IN AN
AMOUNT NOT TO EXCEED \$86,160.47, 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, this Ordinance approves the purchase of a vacuum pump assembly for Dallman Unit 4; and

WHEREAS, Unit 4 operates a two-pump system that is no longer stable and is reaching the end of its useful life; and

WHEREAS, CWLP intends to purchase a new assembly and replace the weaker of the two pump skids as quickly as possible; and

WHEREAS, this will ensure turbine output capacity and allow for continued power production; and

WHEREAS, the original vacuum pumps are designed by MD Kinney and Harris Equipment Corporation is the sole provider of this equipment in Illinois; and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to competitive sealed bidding.

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 the purchase of a replacement vacuum pump assembly from Harris Equipment Corporation in the amount not to exceed Eighty-six Thousand One Hundred Sixty Dollars and 47 Cents (86,160.47).

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

Section 3: The payment to Harris Equipment Corporation for the total maximum amount of Eighty-six Thousand One Hundred Sixty Dollars and 47 Cents (86,160.47) from Account No. 102-100-CAA-3222-2310 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: Harris Equipment Corporation

CONTRACT AMOUNT: \$86,160.47

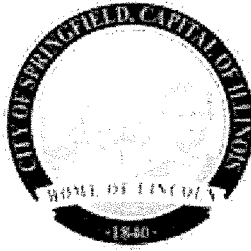
TYPE OF AWARD: OEM

PRIOR ORDINANCE INFORMATION:

INFORMATION:

The existing vacuum pump skids are damaged and deteriorated beyond reasonable repair costs and return on investment, they are nearing the end of their mechanical life. Currently, Unit 4 operates a two-pump system, wherein both are used for startup, and one should be able to support production once output is stable -- this is no longer the case. Only one of the two existing pumps can support the condenser by itself and often requires intermittent support from the weaker one to maintain load.

If either pump skid were to fail irreparably, Unit 4 would be in a state of very limited power output, or be rendered inoperable until a new pump assembly could be acquired and installed. CWLP intends to purchase a new assembly and replace the weaker of the two pump skids as expediently as possible within Unit 4. This will ensure turbine output capability and safeguard continued production status. The vacuum pumps are in MD Kinney design, the holder of the OEM design specifications, who hold an exclusive distribution agreement for sales in the State of Illinois with Harris Equipment Corporation, the sole provider.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: July 1, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning Harris Equipment Corporation for purchase of replacement vacuum pump assembly for Unit 4 in an amount not to exceed \$86,160.47 for CWLP – Office of Public Utilities.

Based on the information provided, Harris Equipment Corporation is the Original Equipment Manufacturer (OEM)/Distributor and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Industrial Reliability Since...1936

Rob Meyer
2040 N. Hawthorne
Melrose Park IL 60160
M: 812-201-8946
rmeyer@harrisequipment.com

Larry Groth
Springfield Light & Power
3100 Adlai Stevenson Drive
Springfield, IL 62712
217-757-8670 x2441

06/26/2026

RE: Kinney KLRC950 Liquid Ring Vacuum Pump Package-Direct Drive

Larry,

Please see the following for the direct sale of recommended equipment:

KLRC950-FA2-NAA – Complete Pump with Once Through Recovery System

Construction:	Cast Iron/Stainless
Seal/Elastomer:	Type 21/Viton
Drive:	Direct Drive, 100HP 3/60/230-460 TEFC Motor
Base:	Yes
Sealant Recovery:	Once-Through (NSR)

-NSR consists of Steel separator tank, Isolation valves, Y-strainer, Check Valve

Price.....\$86,160.47 Net Each

***Note-Pricing valid for 30 days from quote date.**

Terms: Net 30
Delivery: Est 10 Weeks (To be confirmed)
Freight: Prepay and Add
Please call me at 812-201-8946 with any questions.

Respectfully,

Rob Meyer
Harris Equipment

KINNEY® M-D Pneumatics®

2026-351

MD-Kinney

4840 W. Kearney St. | Springfield, MO 65803

P: (417) 865-8715 | F: (417) 865-2950

Exclusive Distribution Agreement

I'd like to take a moment to clarify how Kinney Vacuum products are represented in Illinois. Harris Equipment is our exclusive authorized distributor for the state. This means that all Kinney Vacuum systems, service, and parts are supplied through Harris Equipment, ensuring you receive genuine solutions directly supported by our factory.

Working with Harris brings you the following advantages:

- Direct factory alignment – Harris has dedicated access to our engineering and technical teams, ensuring solutions are built on the latest product knowledge and application expertise.
- Streamlined procurement – By working exclusively with Harris, you eliminate the inefficiencies of multiple bids and avoid non-authorized resellers who may not provide genuine Kinney products or warranty coverage.
- Assured support and service – Harris offers full lifecycle support, from application consultation to after-sale service, backed by Kinney's factory-trained staff.
- Pricing consistency and protection – As our exclusive partner, Harris' proposals reflect direct factory pricing and terms, ensuring fairness and transparency without the need for competitive sourcing.

In short, Harris Equipment is not only the sole authorized channel for Kinney in Illinois, but also the most direct path to ensuring long-term performance, serviceability, and value. We encourage you to work directly with Harris for this project and any future Kinney Vacuum needs.

Thank you for considering Kinney Vacuum and Harris Equipment. We look forward to supporting your project with a solution that delivers performance and reliability for years to come.

Adam K. Bajjalieh

Adam Bajjalieh
Regional Sales Manager
MD-Kinney

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: \$86,160.47SUGGESTED TITLE: Purchase/ Replacement vacuum pump assembly/ Harris Equipment Corporation/ \$86,160.47/ For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Harris Equipment Corporation VENDOR NO: VC0000008922CONTRACT TERM: 10 weeks Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$86,160.47
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: OEM
☐ 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	102	100	CAA	3222	2310
2					
3					
4					

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

Quote

STAFF ANALYSIS

The existing vacuum pump skids are damaged and deteriorated beyond reasonable repair costs and return on investment, they are nearing the end of their mechanical life. Currently, Unit 4 operates a two-pump system, wherein both are used for startup, and one should be able to support production once output is stable -- this is no longer the case. Only one of the two existing pumps can support the condenser by itself, and often requires intermittent support from the weaker one to maintain load. If either pump skid were to fail irreparably, Unit 4 would be in a state of very limited power output, or be rendered inoperable until a new pump assembly could be acquired and installed. CWLP intends to purchase a new assembly and replace the weaker of the two pump skids as expediently as possible within Unit 4. This will ensure turbine output capability and safeguard continued production status. The vacuum pumps are in MD Kinney design, the holder of the OEM design specifications, who hold an exclusive distribution agreement for sales in the State of Illinois with Harris Equipment Corporation, the sole provider.

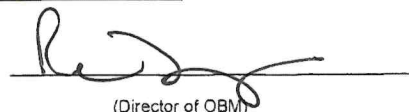
FUNDS CHECK BY: Kerfoot,
Benjamin R.Digitally signed by Kerfoot,
Benjamin R.
Date: 2026.07.01 07:51:04
+05'00'DIRECTOR / SUPERVISOR: Gorsek, MikeDigitally signed by Gorsek,
Mike
Date: 2026.06.30 10:23:42
+05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: Scott RogersDigitally signed by Scott Rogers
Date: 2026.06.30 16:41:42 +05'00'Date: 7/1/2026
(Director of OBM)

The information supplied on this form is not confidential information.

2026-351

AN ORDINANCE ACCEPTING BIDS FROM MULTIPLE VENDORS FOR CONTRACT UE27-04-21 -- SUPPLEMENTAL ELECTRICAL STAFFING IN THE AMOUNT NOT TO EXCEED \$9,000,000.00, 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, this Ordinance approves the authorization of contract UE27-04-21 for a 3-year timeframe for the Office of Public Utilities' Transmission and Distribution Division; and

WHEREAS, the vendors selected for Transmission & Distribution Construction are Asplundh Construction, LLC, The LE Myers Company, and Gateway Powerline Services, LLC; and

WHEREAS, the vendors selected for Substation Construction are Asplundh Construction, LLC and The LE Myers Company; and

WHEREAS, the vendors selected for Horizontal Directional Drilling are S&S Underground, Midwest Boring Contractor, Asplundh Construction, LLC and Rarick Construction, LLC; and

WHEREAS, each of these six vendors were chosen due to contractor qualifications and experience required for the job; and

WHEREAS, this Ordinance provides operational flexibility, improves response times, ensures the availability of qualified crews and specialized equipment and promotes competitive pricing throughout the contract term; and

WHEREAS, this Contract term is for FY27, FY28, and FY 29 and the estimated expenditures are \$3,000,000 per fiscal year.

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

Section 1: That the City Council hereby approves the contract UE27-04-21 in an amount not to exceed Nine Million Dollars and No Cents (\$9,000,000.00) for the office of Public Utilities.

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

Section 3: The Office of Budget and Management is hereby authorized to make payments to the above contactors in the amount not to exceed Nine Million Dollars and No Cents (\$9,000,000.00) from Account Nos. 102-100-CBBA-7766-1232, 102-100-CBBA-7767-1232,

102-100-CBBA-7803-1232, 102-100-CBBA-7814-1232, 102-100-CBBA-3562-2310, 102-100-CBBA-3662-2310, 102-100-CBBA-3682-2310, 102-100-CBBA-3732-2310, 102-100-CBBA-3762-2310, 102-100-CBBA-3532-2310, 102-100-CBBA-3622-2310, 102-100-CBBA-7778-1403, 102-100-CBBC-7827-1232, 102-100-CBBD-7883-1232, 102-100-CBAB-3662-2310, 102-100-CBAE-3682-2310, 102-100-CBAF-3732-2310, 102-100-CBAF-3762-2310, 102-100-CBAC-3562-2310, 102-100-CBEA-3532-2310, 101-100-CBBF-6232-1232, 102-100-CBBF-7832-1232, and 102-100-CBEC-7893-1232.

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:

 7-15-20
Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Multiple Vendors
CONTRACT AMOUNT: \$9,000,000
TYPE OF AWARD: Low Bid Meetings Specs

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This Ordinance is to supplement electrical staffing during times of increased workload or an emergency response requirements. This ordinance provides operational flexibility, improves response times, ensures the availability of qualified crews and specialized equipment and promotes competitive pricing throughout the contract term. The contract term is for FY27, FY28 and FY29 and the estimated expenditures are \$3,000,000 per fiscal year.

For Transmission & Distribution, the vendors meeting specifications were Asplundh Construction, The LE Myers Company, and Gateway Powerline Services, LLC. For Substation Construction, the vendors meeting specifications were Asplundh Construction, and The LE Myers Company. For Horizontal Directional Drilling, the vendors meeting specifications were Asplundh Construction, S&S Underground, Midwest Boring Contractor, and Rarick Construction, LLC,

ORDINANCE FACT ATTACHMENT

The purpose of this ordinance is to obtain proposals for furnishing services to the Office of Public Utilities for emergency repairs, planned maintenance, and capital improvement projects. Such services involve multiple utility departments and shall be charged to the following authorized accounts.

FUND	AGCY	ORGAN	ACTIVITY	OBJECT
102	100	CBBA	7766	1232
102	100	CBBA	7767	1232
102	100	CBBA	7803	1232
102	100	CBBA	7814	1232
102	100	CBBA	3562	2310
102	100	CBBA	3662	2310
102	100	CBBA	3682	2310
102	100	CBBA	3732	2310
102	100	CBBA	3762	2310
102	100	CBBA	3532	2310
102	100	CBBA	3622	2310
102	100	CBBA	7778	1403
102	100	CBBC	7827	1232
102	100	CBBD	7883	1232
102	100	CBAB	3662	2310
102	100	CBAB	3682	2310
102	100	CBAB	3732	2310
102	100	CBAB	3762	2310
102	100	CBAB	3562	2310
102	100	CBAB	3532	2310
102	100	CBAB	6232	1232
102	100	CBAB	7832	1232
102	100	CBAB	7893	1232



Contract Name: Construction Services - T&D
Contract NO: UE27-04-21
Department: Electric T&D
Date: July 1, 2026

Summary Bid Tab Sheet	Asplundh Construction, LLC Riverton, IL	The LE Myers Company Decatur, IL	Gateway Powerline Services, LLC Dow, IL	S&S Underground Eureka, IL	Midwest Boring Contractor Pleasant Plains, IL	Rarick Construction, LLC Moweaqua, IL
Transmission & Distribution Construction	Meets Specs	Meets Specs	Meets Specs			
Substation Construction	Meets Specs	Meets Specs				
Horizontal Directional Drilling	Meets Specs			Meets Specs	Meets Specs	Meets Specs

Recommended award of bid for Transmission & Distribution to Asplundh Construction, The L.E. Myers Co., and Gateway Powerline Services, LLC per contract language
Recommended award of bid for Substation to Asplundh Construction and The L.E. Myers Co per contract language
Recommended award of bid for Horizontal Directional Drilling to Asplundh Construction, S&S Underground, Midwest Boring Contractors, and Rarick Construction per contract language

Staff issued Requests for Bids seeking qualified contractors to provide on-call construction services in support of the City Water, Light and Power (CWLP) Electric Division. The contracts are intended to supplement City forces during periods of increased workload, emergency response, planned capital improvements, specialized construction activities, and other operational needs.

Proposals were evaluated based on the criteria established in the Requests, including contractor qualifications and experience, technical capabilities, safety performance, personnel and equipment resources, response capability, references, and pricing. Staff determined that the recommended firms possess the experience, resources, and expertise necessary to perform the requested services in a safe, timely, and cost-effective manner.

Because workload and emergency response requirements can fluctuate throughout the year, staff recommends awarding contracts to multiple qualified contractors within each service category. This approach provides operational flexibility, improves response times, ensures the availability of qualified crews and specialized equipment, and promotes competitive pricing throughout the contract term. Work assignments will be issued on an as-needed basis in accordance with the terms of the contracts, contractor availability, project requirements, and the best interests of the City.

Staff recommends awarding contracts to the following firms:

Transmission & Distribution Construction

- Asplundh Construction, LLC
- The LE Myers Company
- Gateway Powerline Services, LLC

Substation Construction

- Asplundh Construction, LLC
- The LE Myers Company

Horizontal Directional Drilling

- S&S Underground
- Midwest Boring Contractor
- Asplundh Construction, LLC
- Rarick Construction, LLC

The recommended awards will provide CWLP with a pool of qualified contractors capable of supporting the Electric Division's transmission, distribution, substation, and underground infrastructure programs while maintaining reliable electric service to customers. These contracts will also enhance CWLP's ability to respond to storm restoration efforts, emergency repairs, and scheduled capital improvement projects in an efficient and cost-effective manner.

Matthew Huff

Huff, Matt

Digitally signed by
Huff, Matt
Date: 2026.06.30
15:23:12 -05'00'

Superintendent
Distribution & General Services

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: x-2609

FISCAL IMPACT: \$9,000,000.00

SUGGESTED TITLE: Authorize/ Supplemental Staffing- Electric / Multiple / \$9,000,000 (\$3,000,000 for FY27, FY28 and FY29) / For the Office of Public Utilities - Bid UE27-04-21

CONTRACTOR / VENDOR NAME: Multiple Vendors (see Supporting Documentation) VENDOR NO: _____

CONTRACT TERM: 3 years Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$9,000,000
(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.)

Rationale,
Recommendation for Award

STAFF ANALYSIS

This Ordinance is to supplement electrical staffing during times of increased workload or an emergency response requirements. This ordinance provides operational flexibility, improves response times, ensures the availability of qualified crews and specialized equipment and promotes competitive pricing throughout the contract term. The contract term is for FY27, FY28 and FY29 and the estimated expenditures are \$3,000,000 per fiscal year.

For Transmission & Distribution, the vendors meeting specifications were Asplundh Construction, The LE Myers Company, and Gateway Powerline Services, LLC. For Substation Construction, the vendors meeting specifications were Asplundh Construction, and The LE Myers Company. For Horizontal Directional Drilling, the vendors meeting specifications were Asplundh Construction, S&S Underground, Midwest Boring Contractor, and Rarick Construction, LLC,

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica
Date: 2026.07.10 08:32:57 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike
Date: 2026.07.09 16:35:26 -05'00'

Date: Scott Rogers Digitally signed by Scott Rogers
Date: 2026.07.10 08:12:49 -05'00'

CITY PURCHASING AGENT: _____

Date: 7/10/2026

SIGN OFF: _____
(Mayor's Signature) *GEM*

(Director of OBM)

The information supplied on this form is not confidential information.

2026-352

**AN ORDINANCE AUTHORIZING PAYMENT TO THE ENERGY AUTHORITY, INC.,
FOR A LOAD FORECASTING STUDY IN AN AMOUNT NOT TO EXCEED \$25,867.00,
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, CWLP utilizes The Energy Authority Inc ("TEA") as our marketplace representative for MISO in the transmission power market; and

WHEREAS, CWLP maintains an ongoing contract for not only transmission but also for forecasting, market studies, load management, and supply of natural gas with TEA.

WHEREAS, CWLP is commissioning TEA to perform a long load forecast study which is mandated with participation with MISO.

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 an expenditure in an amount not to exceed Twenty-five Thousand Eight Hundred Sixty-seven Dollars and No Cents (\$25,867.00) for a long load forecast study.

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

Section 3: The payment to TEA for the total maximum amount of Twenty-five Thousand Eight Hundred Sixty-seven Dollars and No Cents (\$25,867.00) from Account Nos. 102-100-CBD-7756-1228 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: The Energy Authority

CONTRACT AMOUNT: \$25,867.00

TYPE OF AWARD:

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This Ordinance is to authorize a study for load forecasting. CWLP utilizes The Energy Authority Inc (TEA) as our market representative for MISO in the transmission power market. CWLP maintains an ongoing contract for not only these services, but also for forecasting, market studies, load management, and supply of natural gas which TEA has fulfilled successfully and cost effectively for CWLP. In the interest of managing future load changes and proper resource adequacy, CWLP is commissioning TEA to perform a long load forecast study. The load forecast data submission is mandated with participation in MISO.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: July 10, 2026

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning The Energy Authority Inc., for a Long Load Forecasting Study in an amount not to exceed \$25,867.00 for CWLP – Office of Public Utilities.

Based on the information provided, I have determined that the vendor cited possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

INTEROFFICE MEMORANDUM

Transmission and Distribution Office



TO: Mike Gorsek

FROM: Brian Bell

DATE: 7/6/2026

SUBJECT: TEA Load Forecasting Study

I am submitting for your approval a Task Order 8 for The Energy Authority to perform a long-term Load Forecasting Study.

The Energy Authority (TEA) currently acts as CWLP's market participant in the MISO transmission power market. They have been fulfilling that role successfully for 9 years now as well as performing various additional transmission energy and capacity supporting functions such as capacity market submissions, market studies, load management and supply of natural gas. They perform these functions for many utilities across the country and are a proven reliable and accurate service.

As part of CWLP's ongoing mission to cost-efficiently manage its load and generation portfolio, CWLP has commissioned TEA to perform a long term Load Study for the City of Springfield. This load study data is integral to accurately modelling CWLP's transmission system and effectively planning for future maintenance, construction, and modifications to account for the ever changing system needs to serve our customers.

Please let me know if you have any questions.

Thank you.

Task Order 8

Econometric Load Forecasting Services

This Task Order 8 ("Task Order 8"), effective as of _____, 2026 (the "Task Order 8 Effective Date"), is made part of the Resource Management Agreement dated September 1, 2017 ("RMA"), and is entered into by and between **The Energy Authority, Inc.**, a Georgia nonprofit corporation, having its principal address at 1301 Riverplace Boulevard, Suite 2700, Jacksonville, Florida 32207 ("TEA"), and **The City of Springfield, Illinois known as City Water, Light And Power**, a municipal corporation which owns and operates an electric generation, transmission and distribution utility ("Client"), having its principal address at 4th Floor, Municipal Center East, 800 East Monroe Street, Springfield, Illinois 62701. TEA and Client are sometimes referred to individually as a "Party," or collectively as the "Parties." This Task Order 8 is subject to all terms and conditions of the RMA. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the RMA.

Recitals

WHEREAS, TEA is in the business of providing certain energy-related services; and

WHEREAS, Client desires to retain TEA to perform certain services, as described herein, and TEA would like to provide such services, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

Section 1. Scope of Services. Pursuant to the terms of this Task Order 8, TEA shall provide Client with the following services ("Services") to support the econometric load forecast as part of the annual Midcontinent Independent System Operator ("MISO") Resource Adequacy process (the "Forecast"). The Forecast will be a twenty (20) year forecast.

An overview of the major components of such work is described in Section 1.1 of this Task Order 8.

Section 1.1 Scope of Work - Major Components.

An overview of the Major Components of the Scope of Work is as follows:

A. Gather Data. TEA will collaborate with Client staff to gather the data needed to develop the Forecast. The data required from Client includes the following:

Task Order 8 to
Resource Management Agreement between
The Energy Authority, Inc. and The City of Springfield, Illinois, known as City Water, Light And Power,

This Task Order Contains Confidential/Proprietary Information

- Weather history for last thirty (30) years;
- Monthly load history for last thirty (30) years;
- Energy efficiency and behind-the-meter (“BTM”) solar impacts to load history; and
- Electric vehicle (“EV”) charging impacts to load history.

B. Deliverables & Report Customization. TEA will collaborate with Client staff to configure report output from the Forecast model so that it can easily be integrated with Client processes. TEA’s Analytics staff will be available to augment the reporting output as Client’s needs change. The Forecast will include the following:

- A monthly non-coincident peak demand forecast for next two (2) PY (June-May). Final output will include a base case Forecast (average conditions), and sensitivities addressing low and high growth scenarios.
- A seasonal coincident peak forecast for the next PY (June-May).
- A seasonal zonal coincident peak forecast for next PY (June-May).
- A monthly energy for load forecast for next two (2) PY (June-May).
- A seasonal eight (8)-year non-coincident forecast (PY 3-PY10).
- A seasonal eight (8)-year energy load forecast (PY3-PY10).
- Electronic transfers of a draft, and ultimate final document summarizing the Forecast methodology and findings along with documentation of the Forecast model results.

This one-time Forecast shall be completed by October 15, 2026, unless otherwise agreed to by the Parties in writing. This Task Order 8 shall also govern any work related to the Forecast for 2026 performed by TEA prior to the Task Order 8 Effective Date.

C. Software Tools & Business Systems. TEA will use various tools, which may include statistical analysis software and an economic forecasting service to create the Forecast.

D. TEA Staff. TEA will use appropriate staff at its discretion from its Analytics Department to perform the Services described in this Task Order 8.

Section 2. Term of Task Order 8. The Term of this Task Order 8 shall commence on the Task Order 8 Effective Date and shall continue until the later of (i) November 30, 2026 or (ii) the date on which all Services have been delivered by TEA hereunder and all fees related to such Services under this Task Order 8 have been paid to TEA by Client, unless otherwise terminated or extended in writing by an authorized representative of each Party.

Section 3. Compensation for Services. As Compensation for TEA providing the Services described in Section 1 of this Task Order 8, Client will pay TEA a fixed fee of **\$25,867**.

Task Order 8 to
Resource Management Agreement between
The Energy Authority, Inc. and The City of Springfield, Illinois, known as City Water, Light And Power,
This Task Order Contains Confidential/Proprietary Information

Section 4. Additional Services and Billing Rates. Client may request that TEA provide Services under this Task Order 8 that are in addition to those Services described in Section 1 of this Task Order 8 (“Additional Services”). Upon mutual agreement of the Parties, TEA shall provide Additional Services to Client based on hourly rates for actual Additional Services performed. For any such Additional Services, TEA will bill Client at TEA’s then-current billing rates. Rates for Additional Services provided during 2026 are included in the table below and are subject to escalation annually.

TEA 2026 Billing Rates ⁽¹⁾	
Job/Group	Billing Rate (\$/hour)
Principal Consultant	\$470
Senior Consultant/Project Manager	\$355
Consultant	\$260
Analyst	\$190
Clerical	\$125
⁽¹⁾ Billing rates are subject to increase annually starting January 1, 2027	

Section 5. Billing and Payment. TEA shall invoice Client for the Services and any Additional Services provided pursuant to this Task Order 8. Payment by Client to TEA is due no later than thirty (30) days from the date of invoice. Unless otherwise instructed on an invoice, payment for all invoices shall be made by Client to TEA via electronic funds transfer or to the following address:

The Energy Authority, Inc.
1301 Riverplace Boulevard, Suite 2700
Jacksonville, Florida 32207
Attention: Accounts Payable Department

Section 6. Headings. Headings or captions contained in this Task Order 8 are solely for the convenience of the Parties and shall not affect the construction or interpretation of any of the provisions of this Task Order 8.

Section 7. Counterparts and Electronic Signatures. This Task Order 8 may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. The delivery of this Task Order 8 by electronic mail or other means of electronic transmission with an electronic signature in PDF or other manually acceptable digital format (e.g., DocuSign or Adobe Sign) by either Party’s authorized representative shall be deemed an original for execution and enforcement of this Task Order 8.

Task Order 8 to
Resource Management Agreement between
The Energy Authority, Inc. and The City of Springfield, Illinois, known as City Water, Light And Power,

This Task Order Contains Confidential/Proprietary Information

Section 8. **Amendment.** This Task Order 8 may only be amended by an instrument in writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Task Order 8 to be executed by their respective authorized representatives to be effective as of the date first above written.

The Energy Authority, Inc.

**The City of Springfield, Illinois, known as
City Water, Light And Power**

By: _____

Name: Joanie Teofilo

Title: President and CEO

By: _____

Name:

Title:

GBA

Task Order 8 to
Resource Management Agreement between
The Energy Authority, Inc. and The City of Springfield, Illinois, known as City Water, Light And Power,
This Task Order Contains Confidential/Proprietary Information

2026-353

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: \$25,867.00SUGGESTED TITLE: Requesting Authority/ The Energy Authority Inc (TEA)/ Study for load forecasting/ \$25,867.00/ For the Office of Public UtilitiesCONTRACTOR / VENDOR NAME: The Energy Authority Inc VENDOR NO: TH002593CONTRACT TERM: 1 year Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$25,867.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____
☐ Low Bid Meeting Specs ☒ Exception: PS
☐ 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	102	100	CBD	7756	1228
2					\$25,867.00
3					
4					

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

Task Order 8

STAFF ANALYSIS

CWLP utilizes The Energy Authority Inc (TEA) as our market representative for MISO in the transmission power market. CWLP maintains an ongoing contract for not only these services, but also for forecasting, market studies, load management, and supply of natural gas which TEA has fulfilled successfully and cost effectively for CWLP. In the interest of managing future load changes and proper resource adequacy, CWLP is commissioning TEA to perform a long load forecast study. The load forecast data submission is mandated with participation in MISO.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.07.09 15:15:43 -05'00'DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.07.09 14:37:16 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature)

Date: _____

Date: Scott Rogers
Digitally signed by Scott Rogers
Date: 2026.07.09 14:58:31 -05'00'Date: 7/10/2026_____
(Director of OBM)

The information supplied on this form is not confidential information.

2026-353

**AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE
CITY OF SPRINGFIELD AND REIKO HURD AND SHANTE BURKS LOCATED AT 3210
VICTORIA DRIVE, IN AN AMOUNT NOT TO EXCEED \$700.00, 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, Reiko Hurd and Shante Burks own real estate located at 3210 Victoria Drive, in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$700.00 for public purposes specifically associated with the Koke Mill Road Improvements between Old Jacksonville Road and Washington Street as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$700.00 for purchase of real estate located at 3210 Victoria Drive, in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 approves a contract with Reiko Hurd and Shante Burks to purchase a portion of a parcel and temporary construction easement of real estate located at 3210 Victoria Drive, for an amount not to exceed \$700.00, for public purposes specifically associated with the Koke Mill Road Improvements between Old Jacksonville Road and Washington Street. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$700.00 to Reiko Hurd and Shante Burks for the purchase of real property located at 3210 Victoria Drive, from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

 7-13-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Owner Reiko Hurd and Shante Burke, as
Joint Tenants
Address 3210 Victoria Drive
Springfield, IL 62704
Route FAU 8052
County Sangamon
Job No. C-96-97-21
Parcel No. 13-36.0-227-001PE
P.I.N. No. 13-36.0-227-001
Section 19-00486-00-PV
Project No.
Station 253+75.80 to 253+85.00
Station
Contract No.
Catalog No.

PERMANENT EASEMENT
(Individual)

Reiko Hurd and Shante Burke, as Joint Tenants, married persons (Grantor), of the County of Sangamon and State of Illinois, for and in consideration of THREE HUNDRED Dollars (\$300.00), receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to and hereby grants and conveys to the City of Springfield, Illinois, (Grantee), a permanent easement for the purpose of grading and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois, and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

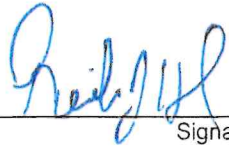
Grantor does possess rights of Homestead in the premises.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 30 day of January, 2026

By: 
Signature

Reiko Hurd
Print Name

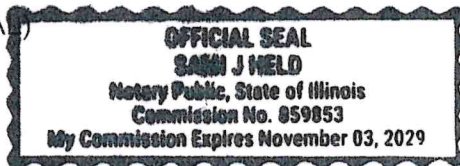
By: 
Signature

Shante Hurd
formally known as Shante Burke
Print Name

State of Illinois) ss
County of Sangamon

This instrument was acknowledged before me on January 30, 2026
by Reiko Hurd and Shante Burke

(SEAL)




Notary Public

My Commission Expires: 11-03-2029

This instrument was prepared by and after recording return to:

The City of Springfield, Illinois
Office of Public Works
300 S. 7th Street, Room 203
Springfield, IL 62701

PERMANENT EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 253+75.80 TO STA. 253+85.00 (KOKE MILL ROAD)

REIKO HURD AND SHANTE BURK, AS JOINT TENANTS

PURPOSE OF EASEMENT: GRADING

13-36.0-227-001

A part of a tract of land conveyed in document 2021R31793, said tract being in lot 63 of the Monroe Park West, 4th Plat, a subdivision in the Northwest Quarter of Section 31, Township 16 North, Range 5 West of the Third Principal Meridian and the Northeast Quarter of the Northeast Quarter of Section 36, Township 16 North, Range 6 West of the Third Principal Meridian and recorded in document 1973R354945 in the Recorder's office of Sangamon County, Illinois, with said part being more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 36; thence South 00 Degrees 51 Minutes 16 Seconds East along the west line of said Northeast Quarter-Quarter, 920.15 feet; thence North 89 Degrees 08 Minutes 44 Seconds East, 40.00 feet to the southeast corner of said lot 63, being the Point of Beginning.

Thence North 00 Degrees 51 Minutes 16 Seconds West along the west line of said lot 63, 8.76 feet; thence North 89 Degrees 37 Minutes 57 Seconds East, 14.65 feet; thence South 00 Degrees 22 Minutes 03 Seconds East, 9.20 feet to a south line of said lot; thence North 88 Degrees 39 Minutes 41 Seconds West along said south line, 14.58 feet to the Point of Beginning.

The above described parcel contains 0.003 acres, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Basis of bearings is derived from the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (2011 Adjustment).

Owner Reiko Hurd and Shante
Burke, as Joint Tenants
Address 3210 Victoria Drive
Springfield, IL 62704
Route FAU 8052
County Sangamon
Job No. C-96-97-21
Parcel No. 13-36.0-227-001TE
P.I.N. No. 13-36.0-227-001
Section 19-00486-00-PV
Project No. 819B (135)
Station 254+62.40 to 255+12.58
Station
Contract No.
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Individual)

Reiko Hurd and Shante Burke, as Joint Tenants, married persons (Grantor), of the County of Sangamon and State of Illinois, for and in consideration of FOUR HUNDRED Dollars (\$400.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, Illinois, (Grantee), a temporary construction easement for the purpose of grading and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five(5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 30 day of January, 20 26

By: 
Signature

Reiko Hurd
Print Name

By: 
Signature

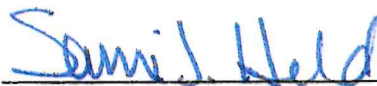
Shante Hurd
formally known as Shante Burke
Print Name

State of Illinois) ss
County of Sangamon

This instrument was acknowledged before me on January 30, 2026
by Reiko Hurd and Shante Burke

(SEAL)




Notary Public

My Commission Expires: 11-03-2029

This instrument was prepared by and after recording return to:

City of Springfield, Illinois
Office of Public Works
300 S. 7th Street – Room 203
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 254+62.40 TO STA. 255+12.58 (KOKE MILL ROAD)
REIKO HURD AND SHANTE BURK, AS JOINT TENANTS
PURPOSE OF EASEMENT: GRADING
13-36.0-227-001

A part of a tract of land conveyed in document 2021R31793, said tract being in lot 63 of the Monroe Park West, 4th Plat as recorded in document 1973R354945 in the Recorder's office of Sangamon County, Illinois, with said part being more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 36; thence South 00 Degrees 51 Minutes 16 Seconds East along the west line of said Northeast Quarter-Quarter, 783.81 feet; thence North 89 Degrees 08 Minutes 44 Seconds East, 40.00 feet to the west line of said lot 63, being the Point of Beginning.

Thence North 89 Degrees 37 Minutes 57 Seconds East, 8.73 feet; thence South 00 Degrees 22 Minutes 03 Seconds East, 50.18 feet; thence South 89 Degrees 37 Minutes 57 Seconds West, 8.30 feet to said west line of said lot; thence North 00 Degrees 51 Minutes 16 Seconds West along said west line, 50.18 feet to the Point of Beginning.

The above described parcel contains 0.010 acres, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Basis of bearings is derived from the Illinois State Plane Coordinate System, West Zone, North American Datum of 1983 (2011 Adjustment).

Owner	Reiko Hurd and Shante Burke, as Joint Tenants
Address	3210 Victoria Drive Springfield, IL 62704
Route	FAU 8052
Section	19-00486-00-PV
County	Sangamon
Project	Koke Mill Road
Job No.	C-96-97-21
Parcel No.	13-36.0-227-001PE & TE
P.I.N. No.	13-36.0-227-001
Station	253+75.80 to 255+12.58
Station	
Catalog No.	
Contract No.	

State of Illinois)
) ss.
County of Sangamon)

I, Reiko Hurd, Owner

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the City of Springfield, Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
☐ Vacant and unimproved ☐ Agricultural and unimproved
☒ Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

2026-354

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

☒ **Individual.** Individual owner of the property is: Reiko Hurd and Shante Burke, as Joint Tenants

☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.

☐ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization

☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

☐ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this 30 day of January, 2026

By:

Reiko Hurd
Signature

Reiko Hurd

Print Name and Title if applicable

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on January 30, 2026, by

Reiko Hurd

(SEAL)



Sami J Held

Notary Public

My Commission Expires: 11-03-2029

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Exhibit "A"
Legal Description

LOT 63 IN MONROE PARK WEST, 4TH PLAT, ACCORDING TO THE PLAT THEREOF
RECORDED APRIL 12, 1973 IN THE OFFICE OF THE RECORDER OF SANGAMON
COUNTY, ILLINOIS AS DOCUMENT NO. 354945. EXCEPT ALL COAL, MINERALS AND
MINING RIGHTS HERETOFORE CONVEYED OR RESERVED OF RECORD. SITUATED
IN SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 13-36.0-227-001

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-49
DATE OF 1ST READING: 7/21/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 700.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND REIKO HURD AND SHANTE BURKS IN AN AMOUNT NOT TO EXCEED \$700.00 FOR THE OFFICE OF PUBLIC WORKS.

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

affidavit of title

receipt of conveyance documents & disbursement statement

signed permanent easement

signed temporary easement

CONTRACTOR / VENDOR NAME: Reiko Hurd and Shante Burke

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$700.00

(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	041	110	GAST	STRS	2301	\$ 700.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of a permanent easement and temporary construction easement located at 3210 Victoria Drive. The purchase of said real estate is for public purposes, specifically associated with the Koke Mill Road Improvements between Old Jacksonville Road and Washington Street.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND MILLBROOKE, INC. LOCATED AT 801 S. MACARTHUR BLVD., IN AN AMOUNT NOT TO EXCEED \$1,400.00, 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, Millbrooke, Inc. own real estate located at 801 S. Macarthur Blvd., in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$1,400.00 for public purposes specifically associated with the intersection improvements on Lawrence Avenue and Macarthur Blvd., and Walnut St., as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$1,400.00 for purchase of real estate located at 801 S. Macarthur Blvd., in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 approves a contract with Millbrooke, Inc. to purchase a portion of a parcel and temporary construction easement of real estate located at 801 S. Macarthur Blvd., for an amount not to exceed \$1,400.00, for public purposes specifically associated with the intersection improvements on Lawrence Avenue and Macarthur Blvd., and Walnut St. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$1,400.00 to Millbrooke, Inc. for the purchase of real property located at 801 S. Macarthur Blvd., from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective 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

7-13-26

Affidavit of Title

Owner Millbrooke, Inc.
Address 801 S MacArthur Boulevard
Springfield, IL 62704
Route FAU 7984 (Lawrence Avenue)
Section 20-00494-00-SP
County Sangamon
Project Lawrence Avenue
Parcel No. Lawrence 02
P.I.N. No. 14-33.0-304-020

State of Illinois)
) ss.
County of Sangamon)

I, Julie B Miller, Vice President of Millbrooke, Inc.

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. ☒ There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
☐ There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
☐ Vacant and unimproved ☐ Agricultural and unimproved
☒ Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

- ☐ **Individual.** Individual owner of the property is: _____
- ☐ **Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- ☐ **Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization
- ☐ **Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.
- ☒ **Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

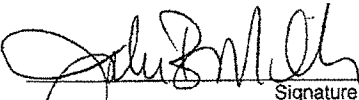
	Name	Address
*1.	<u>Julie Miller</u>	<u>2149 South 6th Street, Springfield, IL 62703</u>
2.	<u>Lance Miller</u>	<u>2149 South 6th Street, Springfield, IL 62703</u>
3.	_____	_____
4.	_____	_____

- ☐ **Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

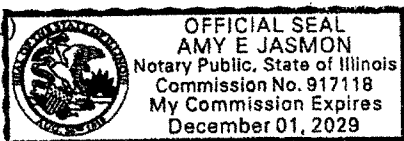
Dated this 16th day of June, 2026

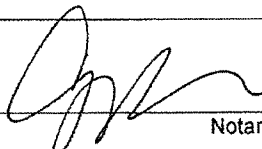
By: 
Signature
Julie B. Miller, Owner
Print Name and Title if applicable

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on June 16th, 2026, by
Julie B. Miller

(SEAL)




Notary Public
My Commission Expires: Dec 1, 2029

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

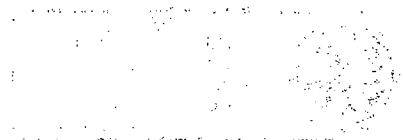
EXHIBIT A

LOT 1 AND THE NORTH 20 FEET OF LOT 2 IN BLOCK 1 OF EASLEY'S ADDITION TO THE CITY OF SPRINGFIELD;

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.

SITUATED IN SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 14-33.0-304-020



Owner Millbrooke, Inc.
Address 801 S MacArthur Boulevard
Springfield, IL 62704
Route FAU 7984 (Lawrence Avenue)
County Sangamon
Parcel No. Lawrence 02
P.I.N. No. 14-33.0-304-020
Section 20-00494-00-SP
Project No. Lawrence Avenue

WARRANTY DEED
(Corporation) (Non-Freeway)

Millbrooke, Inc., an Illinois corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One Thousand and No/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, grants, conveys, and warrants to the City of Springfield, (Grantee), the following described real estate:

Part of Lot 1 and the North 20 feet of Lot 2 in Block 1 of Easley's Addition to the City of Springfield, as per plat recorded in Cabinet B-177 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 00 degrees 50 minutes 37 seconds East (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the East line of said Lot 1, a distance of 6.86 feet; thence North 65 degrees 35 minutes 12 seconds West, a distance of 8.16 feet; thence South 89 degrees 02 minutes 28 seconds West, a distance of 52.20 feet; thence North 88 degrees 18 minutes 25 seconds West, a distance of 72.59 feet to a point on the North line of said Lot 1; thence North 89 degrees 02 minutes 28 seconds East, a distance of 132.10 feet to the Point of Beginning.

Said parcel herein described contains 335 square feet or 0.008 acres, more or less.

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.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes.

This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 19 day of June, 2026.

Millbrooke, Inc.
Corporation Name

By: Lance C. Miller
Signature

Lance C. Miller, President
Print Name and Title

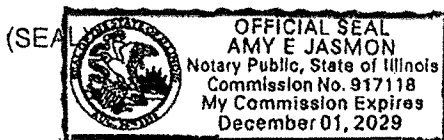
ATTEST:

By: Julie B. Miller
Signature

Julie B. Miller, Vice President
Print Name and Title

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on June 19m, 2026, by
Lance C. Miller, as President
and Julie B. Miller, as Vice President
of Millbrooke, Inc. an Illinois Corporation



Amy E. Jasmon
Notary Public
My Commission Expires: Dec 1, 2029

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

6-22-2026
Date

John J. Haugh
Buyer, Seller or Representative

This instrument was prepared by and after
recording return to:

See next page

Return to:

City of Springfield
City Surveyor
Room 203, Municipal Center West
300 S. Seventh Street
Springfield, IL 62701
Phone: (217) 789-2216

Send Tax Bills to:

City of Springfield
Chief Surveyor
Office of Public Works
Room 203, Municipal Center West
300 S. Seventh Street
Springfield, IL 62701
Phone: (217) 789-2260

Owner Millbrooke, Inc.
Address 801 S MacArthur Boulevard
Springfield, IL 62704
Route FAU 7984 (Lawrence Avenue)
County Sangamon
Parcel No. Lawrence 02
P.I.N. No. 14-33.0-304-020
Section 20-00494-00-SP
Project No. Lawrence Avenue

TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Millbrooke, Inc., an Illinois corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Four Hundred and No/100 Dollars (\$400.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield (Grantee), a temporary construction easement for the purpose of grading, sidewalk and for work area along the new right of way and other highway purposes, on, over, and through the following described real estate:

Part of Lot 1 and the North 20 feet of Lot 2 in Block 1 of Easley's Addition to the City of Springfield, as per plat recorded in Cabinet B-177 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00 degrees 50 minutes 37 seconds East (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the East line of said Lot 1, a distance of 6.86 feet; thence North 65 degrees 35 minutes 12 seconds West, a distance of 8.16 feet; thence South 89 degrees 02 minutes 28 seconds West, a distance of 52.20 feet; thence North 88 degrees 18 minutes 25 seconds West, a distance of 20.77 feet to the Point of Beginning.

From said Point of Beginning; thence South 0 degrees 33 minutes 44 seconds East, a distance of 13.73 feet; thence South 89 degrees 26 minutes 16 seconds West, a distance of 34.00 feet; thence North 0 degrees 33 minutes 44 seconds west, a distance of 13.00 feet; thence South 89 degrees 26 minutes 16 seconds West, a distance of 41.64 feet to the West line of said Lot 1; thence North 0 degrees 48 minutes 28 seconds West, a distance of 2.61 feet to the Northwest corner of said Lot 1; thence North 89 degrees 02 minutes 28 seconds East, along the North line of said Lot 1, a distance of 23.87 feet; thence South 88 degrees 18 minutes 25 seconds East, a distance of 51.81 feet to the Point of Beginning.

Said parcel herein described contains 597 square feet or 0.014 acres, more or less.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate two years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Dated this 19th day of June, 2026.

Millbrooke, Inc.
Corporation Name

By: *Lance C. Miller*
Signature

Lance C. Miller, President
Print Name and Title

ATTEST:

By:

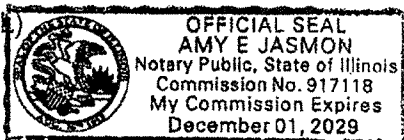
Julie B. Miller
Signature

Julie B. Miller, Vice President
Print Name and Title

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on June 19th, 2026, by
Lance C. Miller, as President
and Julie B. Miller, as Vice President
of Millbrooke, Inc. an Illinois Corporation

(SEAL)



Amy E. Jasmon
Notary Public

My Commission Expires: Dec 1, 2029

This instrument was prepared by and after
recording return to:

City of Springfield
800 East Monroe Street
Springfield, IL 62701

Owner Millbrooke, Inc.
Address 801 S MacArthur Boulevard
Springfield, IL 62704
Route FAU 7984 (Lawrence Avenue)
County Sangamon
Parcel No. Lawrence 02
P.I.N. No. 14-33.0-304-020
Section 20-00494-00-SP
Project No. Lawrence Avenue

CERTIFIED RESOLUTION
(Corporation)

I, Blayr Miller, as Secretary of Millbrooke, Inc. , a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, do hereby certify that:

The following resolution was adopted by the board of directors of said corporation at a meeting held on the 16th day of June, 2026, at which a quorum of the directors was present, and said resolution has not been amended or revoked.

Resolved that Lance C. Miller , as President, and Julie B. Miller, as Vice President, of the above-referenced corporation are hereby authorized and directed to convey the corporation's interest in the following described real estate to the City of Springfield for highway purposes for the sum of One Thousand Four Hundred and No/100 Dollars (\$1,400.00):

Part of Lot 1 and the North 20 feet of Lot 2 in Block 1 of Easley's Addition to the City of Springfield, as per plat recorded in Cabinet B-177 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 00 degrees 50 minutes 37 seconds East (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the East line of said Lot 1, a distance of 6.86 feet; thence North 65 degrees 35 minutes 12 seconds West, a distance of 8.16 feet; thence South 89 degrees 02 minutes 28 seconds West, a distance of 52.20 feet; thence North 88 degrees 18 minutes 25 seconds West, a distance of 72.59 feet to a point on the North line of said Lot 1; thence North 89 degrees 02 minutes 28 seconds East, a distance of 132.10 feet to the Point of Beginning.

Said parcel herein described contains 335 square feet or 0.008 acres, more or less.

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.

And also a temporary easement over the following described real estate:

Part of Lot 1 and the North 20 feet of Lot 2 in Block 1 of Easley's Addition to the City of Springfield, as per plat recorded in Cabinet B-177 of the records in the Recorder's Office of Sangamon County, situated in Sangamon County, Illinois, and more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00 degrees 50 minutes 37 seconds East (Bearings are based on Illinois State Plane Coordinate System – West Zone NAD 83 (2011)), along the East line of said Lot 1, a distance of 6.86 feet; thence North 65 degrees 35 minutes 12 seconds West, a distance of 8.16 feet; thence South 89 degrees 02 minutes 28 seconds West, a distance of 52.20 feet; thence North 88 degrees 18 minutes 25 seconds West, a distance of 20.77 feet to the Point of Beginning.

From said Point of Beginning; thence South 0 degrees 33 minutes 44 seconds East, a distance of 13.73 feet; thence South 89 degrees 26 minutes 16 seconds West, a distance of 34.00 feet; thence North 0 degrees 33 minutes 44 seconds west, a distance of 13.00 feet; thence South 89 degrees 26 minutes 16 seconds West, a distance of 41.64 feet to the West line of said Lot 1; thence North 0 degrees 48 minutes 28 seconds West, a distance of 2.61 feet to the Northwest corner of said Lot 1; thence North 89 degrees 02 minutes 28 seconds East, along the North line of said Lot 1, a distance of 23.87 feet; thence South 88 degrees 18 minutes 25 seconds East, a distance of 51.81 feet to the Point of Beginning.

Said parcel herein described contains 597 square feet or 0.014 acres, more or less.

Further resolved that they are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Dated this 19 day of June, 2026

Blayr Miller

Signature

Blayr Miller, Secretary

Print Name

State of Illinois

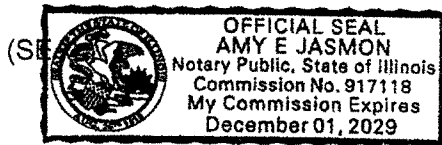
)

) ss

County of Sangamon

)

I hereby certify that on this 19 day of June, 2026 this instrument was acknowledged before me in person by Blayr Miller, Secretary of Millbrooke, Inc.



[Signature]

Notary Public

My Commission Expires: Dec 1, 2029

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-48
DATE OF 1ST READING: 7/21/26

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 1,400.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND MILLBROOKE, INC IN AN AMOUNT NOT TO EXCEED \$1,400.00 FOR THE OFFICE OF PUBLIC WORKS.

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

affidavit of title

Signed Corporate Resolution

Signed warranty deed

Signed Temporary Easement

CONTRACTOR / VENDOR NAME: Millbrooke, Inc.

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$1,400.00

(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	041	110	GAST	STRS	2301	\$ 1,400.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of a portion of a parcel located at 801 S. MacArthur Blvd and granting of a temporary easement for construction purposes. The purchase of said real estate is for public purposes, specifically associated with the intersection improvements on Lawrence Avenue at MacArthur Blvd and Walnut St.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2026 F-150 PICKUP
AND A 2026 FORD RANGER FROM MORROW BROTHERS FORD, INC. IN AN
AMOUNT NOT TO EXCEED \$92,045.00 UNDER STATE CONTRACT NO. 1-
416CMS-BOSS4-P-29479, 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 desires to purchase a 2026 F-150 and a 2026 Ford Ranger from Morrow Brothers Ford, Inc. under State Contract No. 1-416CMS-BOSS4-P-29479, in the amount not to exceed \$92,045.00; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (1) pertaining Sealed Competitive Bids as this purchase will be made under the state of Illinois contract available for joint purchasing; and

WHEREAS, the state contract shall be located in the Office of the City Clerk and identified as State Contract No. 1-416CMS-BOSS4-P-29479.

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

Section 1: That the City Council hereby authorizes the purchase of a 2026 F-150 and a 2026 Ford Ranger from Morrow Brothers Ford, Inc., under State Contract No. 1-416CMS-BOSS4-P-29479 in the amount not to exceed \$92,045.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Morrow Brothers Ford, Inc. (0MOR4945) from account number 015-110-SEWR-OSUR-1503 for a total amount not to exceed \$92,045.00.

Section 3: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

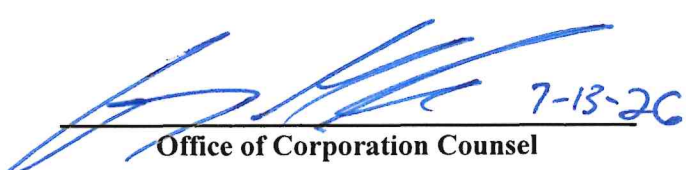
RECORDED: _____, 2026

Mayor Misty Buscher

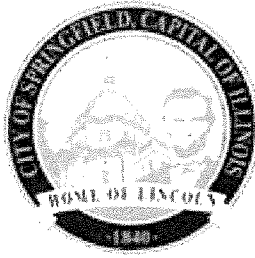
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel



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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones - Assistant Purchasing Agent 

DATE: July 1, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Morrow Brothers Ford for purchase of a one (1) new 2026 Ford F-150 and one (1) new Ford Ranger in an amount not to exceed \$92,045.00.00 for CWLP – Information Systems Division.

Illinois State Joint Purchase Contract # 21-416CMS-BOSS4-P-29479.

Pursuant to Article 38.50 (1) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a State of Illinois contract available for joint purchasing.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

**STATE OF ILLINOIS
FORD F150 TRUCK
GOVERNMENT PRICING**

ORDERING AGENCY: City of Springfield Public Works Sewer
CONTACT PERSON: Tamara Hannah CELL: 217 415 6136
FORD FLEET # 4018488 PURCHASE ORDER # _____
QUANTITY: 1 COST EACH: \$ 51,103.00
ADDRESS: 222 N 17th Street
CITY: Springfield ZIP CODE: 62702 TAX EXEMPT # E999 ^{E998 24809} ₋₋₋₋₋
PHONE: 217 789 2244 FAX: 789-2429 EMAIL: Tamara.Hannah@springfield.il.us
TOTAL ORDER COST: \$ 51,103.00
SIGNATURE [Signature] TITLE Superintendent

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2026-356

F150 STANDARD EQUIPMENT

MECHANICAL

- Electronic-Shift-On-the-Fly (ESOF) with 4x4
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Electronic Ten-Speed Automatic Transmission
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- Shock Absorbers, Gas – Heavy-Duty, Front and Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion
- 200 Amp Alternator

EXTERIOR

- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – Integrated with 3rd Brake Light
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- 4 Hooks – Pickup Box Tie-Down
- 2 Front Tow Hooks (standard on 4x4)
- Mirrors, Sideview – Manual-folding, Manual Glass
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all-season/all-terrain tires (A/S A/T) 4x4
- Trailer Sway Control
- Wheels – 17" Silver Steel
- Wipers – Intermittent speed

INTERIOR / COMFORT

- Power Windows and Door Locks
- SYNC Bluetooth Hands Free Communications
- Black Vinyl Floor Covering
- Cupholder, deployable – under 20% seat
- Dome Light
- AM/FM Stereo
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer, Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V – Front
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, 40/20/40 Vinyl
- Steering Wheel, Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side
- Cruise Control

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Side-Curtain Airbags 1st and 2nd row
- Halogen Headlamps
- Rear View Camera
- Reverse Sensing System
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps

F150 CAB / POWERTRAIN / COLOR OPTIONS

F150 4x2 REGULAR CAB, 8' BED	CHARGE	SELECTION
		☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$37,645.00	☐
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$38,787.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission	\$38,113.00	☐
• 4x4 Option	Add \$4,245.00	☐

F150 4x2 SUPER CAB, 6'-6" BED	CHARGE	SELECTION
		☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$43,177.00	☐
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$44,443.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission	\$43,769.00	☐
• 4x4 Option	Add \$4,545.00	☐
		☐

F150 4x2 CREW CAB, 5'-6" BED	CHARGE	SELECTION
		☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$42,178.00	☒
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission	\$43,448.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission	\$42,774.00	☐
• 6'-6" Bed Option (not available with 325 HP V6)	Add \$300.00	☐
• 4x4 Option (4x4 on 6'-6" Bed Super Cab Requires 375 HP V6 or 395 HP V8)	Add \$5,255.00	☒

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
			☐
Agate Black Metallic	UM	\$0.00	☐
Carbonized Gray Metallic	M7	\$0.00	☐
Antimatter Blue Metallic	HX	\$0.00	☐
Race Red ****Additional Charge Paint****	85E24	\$880.00	☐
Atlas Blue Metallic	B3	\$0.00	☐
Iconic Silver Metallic	JS	\$0.00	☐
Oxford White	YZ	\$0.00	☒
SPECIAL ORDER PAINT:			
School Bus Yellow	B1	Add \$880.00	☐
Omaha Orange	MB	Add \$880.00	☐
Green Gem	GR	Add \$880.00	☐
Vermillion Red	E4	Add \$880.00	☐
Yellow	AT	Add \$880.00	☐

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Vinyl 40/20/40 Front-Seat	Standard (AS)	\$0.00	☐
Cloth 40/20/40 Front-Seat	Optional (CS)	Add \$100.00	☒
8-Way Power Driver's Seat** Requires Cloth Seating, N/A with vinyl seating	91P	Add \$360.00	☐

F150 OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
Power Windows/Locks/Mirrors, Remote Keyless Entry, Bluetooth, Cruise Control Back-Up Camera are all standard and included.	Included	Included	Included
• Tailgate Step w/ Work Surface	63T	Add \$477.00	☐
• E-Locking Rear Axle	XL_	Add \$390.00	☐
• Engine Block Heater	41H	Add \$175.00	☐
• 8-Way Power Driver's Seat *Requires Cloth Seating* N/A with Vinyl Seating	91P	Add \$360.00	☐
• WeatherTech Floor Liners	58C	Add \$240.00	☐
• SYNC4® with SiriusXM Radio, 12" LCD Screen, 911 Assist, Voice Command	524/582	Standard	☐
• Cruise Control	50S	Standard	☐
• 103A XL Pkg. Chrome Bumpers, Aluminum Wheels, LED Fog Lamps, Heated Back Glass with Dark Tint, Interior Work Surface	86A	Add \$1,190.00	☐
• 53A Class IV Tow Package (incl. Trailer Tow Connector, 4-pin/7-pin wiring, Class IV Trailer Hitch Receiver, Upgraded Cooling and Upgraded Stabilizer Bar)	53A	Add \$990.00	☒
• Integrated Trailer Brake Controller **Requires E-Locking Rear Axle**	67T	Add \$270.00	☐
• Heated Back Glass with Dark Tint	924	Add \$120.00	☐
			☐
• LT265/70R17E BSW All-Terrain Tires	T7C	Add \$488.00	☐
• Skid Plates (4x4 only)	413	Add \$150.00	☐
• Grip Strut 7" Powder Coated Aluminum Running Boards	LVR	Add \$590.00	☐
• Black Platform Running Boards	18B	Add \$420.00	☒
			☐
			☐
			☐
			☐
			☐
			☐
			☐
			☐
			☐
			☐
• Spray-in Bedliner	96W	Add \$610.00	☒
• Drop-in Bedliner	96P	Add \$395.00	☐
• Backup Alarm System	85H	Add \$125.00	☐
• Daytime Running Lamps (DRL)	942	Add \$45.00	☐
• Driver's Side Whelen LED Spotlight	DSS	Add \$480.00	☐
• 4 Splash Guards, Body Molded	SPG	Add \$290.00	☐
• Fire Extinguisher with Mount	FEM	Add \$170.00	☐
• Extra Key, no Remote	KNR	Add \$60.00	☐
• Extra Key with Remote	KWR	Add \$180.00	☐
• Service Manual CD ROM	SCD	Add \$375.00	☐
• New M, MP, Sheriff License and Title ***Required by ILSOS***	LIC	Add \$225.00	☒
• Transfer License and New Title	TLT	Add \$225.00	☐
• Delivery Single Unit	DLI	Add \$275.00	☒
• Delivery Multiple Units	DL+	Add \$225.00 each	☐
• Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel	-	\$0.00	☐
• Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel	-	Add \$140.00	☐

F150 OPTIONAL EQUIPMENT

LIFT GATE	CHARGE	SELECTION
• Lift Gate (55" x 38" + 5" Steel Platform; 1500# Lift Capacity; Dual Drive Cylinder <Price Includes Tailgate Delete Credit>	Add \$4,880.00	☐
		☐
• Aluminum Platform Upgrade	Add \$480.00	☐

TOOL BOXES	CHARGE	SELECTION
• Tread Plate Aluminum Cross Box	Add \$980.00	☐

SAFETY LIGHTING <i>(includes all parts, labor, and installation)</i>	CHARGE	SELECTION
• WHELEN 4 Corner LED Vertex Kit	Add \$960.00	☒
• WHELEN Century 16" LP LED Mini Bar includes no drill mounting bracket	Add \$960.00	☐
• Whelen RST Rear Inner Edge TRIO with warning and traffic direction	Add \$1,290.00	☐
• WHELEN Liberty II Fully Populated 54" Super LED Light Bar (incl. Alley Lights, Work Lights, Traffic Advisor and Switch Control Center)	Add \$2,770.00	☐
• Cab/Back Glass Protector	Add \$990.00	☐

FIBERGLASS CAB-HIGH TOPPER	CHARGE	SELECTION
• Paint to Match, Clear-Coated, Tinted Sliding Side Windows, Picture Front Window, LED Third Brake Light, Dome Light, Key Locking, Clamps and Installation	Add \$2,890.00	☐
• Lift-up Side Windows	Add \$270.00 pair	☐
• Delete Side Windows	\$0.00	☐
• Raised Roof Topper	Add \$480.00	☐

FIBERGLASS BED COVER	CHARGE	SELECTION
• Paint to Match, Clear-Coated, Lift Assist Arms, Key Locking	Add \$2,390.00	☐

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp

PHONE: 1-217-368-3037

FAX: 1-217-368-3517

ORDERING AGENCY: _____ CONTACT: _____

ADDRESS: _____ CITY: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TRADE VALUE (MORROW BROTHERS USE ONLY) \$ _____

TRADE-IN VEHICLE INFORMATION

YEAR _____ MAKE _____ MODEL / BODY STYLE _____

COLOR _____ VIN # _____

ENGINE _____ TRANSMISSION _____ MILEAGE _____

FRONT WHEEL DRIVE _____ ALL-WHEEL DRIVE _____ 4X4 TRUCK _____ 2WD TRUCK _____

HAS THIS VEHICLE BEEN USED AS A K9 UNIT?

LIST ANY BODY DAMAGE:

LIST ANY MECHANICAL PROBLEMS OR DEFECTS:

YOU MAY E-MAIL PICTURES TO: richie@morrowbrothersfordinc.com

WE WILL TRADE FOR ANYTHING!

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

9/17/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: State Contract

FISCAL IMPACT: \$92,045.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 2026 FORD F-150 PICKUP AND A 2026 FORD RANGER FROM MORROW BROTHERS FORD, INC. IN AN AMOUNT NOT TO EXCEED \$92,045.00 UNDER STATE CONTRACT #1-416CMS-BOSS4-P-29479 FOR THE OFFICE OF PUBLIC WORKS.

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

Quotes - Morrow Brothers

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc.

VENDOR NO: 0MOR4945

CONTRACT TERM: CONTRACT # 21-416CMS-BOSS4-P

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$92,045.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: State ContractIs 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
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
2	015	110	SEWR	0SUR	1503
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for authorization to purchase a 2026 Ford F-150 pickup truck and a 2026 Ford Ranger for the Sewer Division, Department of Public Works.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE REOBLIGATION OF ARPA BUDGET
AUTHORITY WITH SANGAMON COUNTY WATER RECLAMATION
DISTRICT FOR INSTALLATION OF SANITARY SEWERS ON PROPERTY AT
LAKE SPRINGFIELD, IN AN AMOUNT NOT TO EXCEED \$710,036.12, 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 is requesting a reobligation of ARPA funds by reducing the Sewer Surplus expense line and increasing the ARPA expense line in the amount of \$710,036.12 after the completion of the Northgate Sewer Rehabilitation project and the demolition of Old Towne Apartments; and

WHEREAS, it is in the best interest of the City to approve the reobligation of ARPA funds by reducing the Sewer Surplus expense line and increasing the ARPA expense line in the amount of \$710,036.12 after the completion of the Northgate Sewer Rehabilitation project and the demolition of Old Towne Apartments; and

WHEREAS, a copy of the budget authority 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 a reobligation of budget authority in the amount of \$710,036.12 from ARPA account no. 015-110-SEWR-ARPG-2307 to reduce the Sewer Surplus expense line and increase the ARPA expense line for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Sangamon County Water Reclamation District (0SPR5800) in an amount of \$710,036.12.

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

 7-15-26

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: 7/21/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Transfer / Reobligation Budget Authority

FISCAL IMPACT: \$710,036.12

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE REOBLIGATION OF ARPA BUDGET AUTHORITY WITH SANGAMON COUNTY WATER RECLAMATION DISTRICT FOR INSTALLATION OF SANITARY SEWERS ON PROPERTY AT LAKE SPRINGFIELD FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: Sangamon County Water Reclamation District

VENDOR NO: 0SPR5800

CONTRACT TERM: CONTRACT #

NB25-57C

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: Supplemental Appropriation

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					

Expense

Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	ARPG	2307
2					\$710,036.12
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

An ordinance authorizing the reobligation of lapsed ARPA funds by reducing the Sewer Surplus expense line and increasing the ARPA expense line by \$710,036.12 which is the total of available ARPA funds after the completion of the Northgate Sewer Rehabilitation project and the demolition of Old Towne Apartments.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING A FIVE-YEAR CONTRACT FOR
SAMSARA FLEET GPS AND TELEMATICS IN AN AMOUNT NOT TO
EXCEED \$620,688.53, WITH CARAHSOFT TECHNOLOGY CORP., FOR
THE OFFICE OF PUBLIC WORKS AND 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 parties have agreed to a five-year contract no. 102924, for an amount not to exceed \$620,688.53; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (3) as this is a joint purchase under Sourcewell Government Cooperative Purchasing Contract 102924; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends a contract with Carahsoft Technology Corp and authorize payment in the amount of \$620,688.53 for Samsara fleet GPS and telematics and

WHEREAS, a copy of contract no. 102924 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 a five-year contract no. 102924 with Carahsoft Technology Corp for Samsara fleet GPS and telematics, in an amount not to exceed \$620,688.53, for the Office of Public Works and Public Utilities. The Mayor and City Clerk are hereby 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 payment to Carahsoft Technology Corp. (VC*1802) in an amount not to exceed \$620,688.53.00 from accounts as follows:

FROM ACCOUNTS	AMOUNTS
001-110-WORK-GARA-1227	\$225,648.32
015-110-SEWR-SEWR-1227	\$63,933.69
001-110-WORK-TRAF-1227	\$18,804.03
001-110-WORK-ZONE-1227	\$45,129.66
001-110-WORK-ENGR-1227	\$18,804.03
036-110-PARK-RAMP-1227	\$3,760.80
102-100-CBAD-3902-1604	\$244,608.00

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

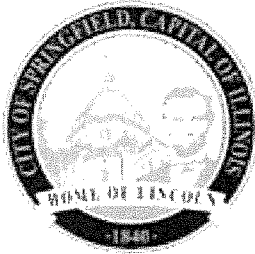
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-13-26
Office of Corporation Counsel/Date



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

MEMORANDUM

TO: Nathan Bottom

FROM: Anthony Quinones - Assistant Purchasing Agent

DATE: July 10, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Carahsoft Technologies Corp., for purchase of a five (5) year contract for Samsara Fleet GPS and Telematics in an amount not to exceed \$620,688.53 (roughly \$124,000.00 annually) for the Office of Public Works.

Sourcewell Joint Purchase Contract # 102924

Pursuant to Article 38.50 (3)(a) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a State of Illinois contract available for joint purchasing.

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	Annual Amount
001	110	WORK	GARA	1227	\$225,648.32	\$45,129.66
015	110	SEWR	SEWR	1227	\$ 63,933.69	\$12,786.74
001	110	WORK	TRAF	1227	\$ 18,804.03	\$3,760.81
001	110	WORK	ZONE	1227	\$ 45,129.66	\$9,025.93
001	110	WORK	ENGR	1227	\$ 18,804.03	\$3,760.81
036	110	PARK	RAMP	1227	\$ 3,760.80	\$752.16
102	100	CBAD	3902	1604	\$244,608.00	\$48,921.60

Quote #: Q-2523654 &
Quote #: Q-2628807

Issued Date: 07-06-2026

Expires 07-31-2026

Order Number: S-2787239

Payment Information:

Payment Method: Credit Card/ACH Debit

Payment Terms: Net 30

Payment Frequency: Direct Annual

Estimated Ship Date: 07-31-2026

Prepared For:

Springfield, IL
300 South Martin Luther King Drive
Springfield,
Illinois
62703

Prepared By:

Kirk Hinz
kirk.hinz@samsara.com

Cost Overview

License Term: 60 Months

Total License Cost over 60 Months	\$618,993.00
Hardware and Accessories	Included
Shipping and Handling*	\$1695.53
Total Sales Tax*	\$0.00
Total Contract Value ¹	\$620,688.53
First Invoice ¹	\$125,494.13
Recurring Invoice ²	\$123,798.60

¹Estimated value, actual invoice amount may change based on product fulfillment date, includes estimated sales tax

²Amount displayed is for products purchased in this order only, includes estimated sales tax

^{*}If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

^{*}Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Samsara Inc.

2026 - 358

1 De Haro Street, San Francisco, CA 94017 • samsara.com

Quote #: Q-2523654

Issued Date: 07-06-2026

Expires 07-31-2026

Order Number: S-2787239

[Payment Information:](#)

Payment Method: Credit Card/ACH

Debit Payment Terms: Net 30

Payment Frequency: Direct Annual

Estimated Ship Date: 07-31-2026

Prepared For:

Springfield, IL
300 South Martin Luther King Drive
Springfield,
Illinois
62703

Prepared By:

Kirk Hinz
kirk.hinz@samsara.com

Cost Overview

License Term: 60 Months

Total License Cost over 60 Months	\$374,385.00
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Hardware and Accessories	Included
--------------------------	----------

Shipping and Handling*	\$873.51
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Total Sales Tax*	\$0.00
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Total Contract Value ¹	\$375,258.51
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First Invoice ¹	\$75,750.51
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Recurring Invoice ²	\$74,877.00
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¹Estimated value, actual invoice amount may change based on product fulfillment date, includes estimated sales tax

²Amount displayed is for products purchased in this order only. Includes estimated sales tax

*If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

*Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Samsara Inc.

2026-358

1 De Haro Street, San Francisco, CA 94017 • samsara.com

Product Overview

SHIP TO Aaron Winkler
300 S Martin Luther King Jr Dr
Springfield, Illinois, 62703-1302
United States
Hardware & Accessories

Vehicle IoT Gateway, model VG55

HW-VG55-NA• QTY: 183

Enhanced VG Series J1939 or J1708 (9-pin)

CBL-VG-CJ1939• QTY: 183

CARB Executive Order Sticker and Instruction Insert

ACC-VG-ASTKR• QTY: 183

Asset Tag

HW-AT12• QTY: 10

Net Unit Price

Total Price

Included

Included

Included

Included

Included

Included

Included

Included

Total Price:

Included

Licenses	Annual Unit Price	Total Annual Price
Ground Intelligence for Public Sector LIC-GROUND-INTELLIGENCE-PUBSEC• QTY: 650	\$30.00	\$19,500.00
License for Vehicle Gateways LIC-VG-ENT• QTY: 183	\$297.00	\$54,351.00
Asset Tag License LIC-AT-TAG• QTY: 10	\$102.60	\$1,026.00
Total Price:		\$74,877.00

Quote #: Q-2628807

Issued Date: 07-06-2026

Expires 07-31-2026

Order Number: S-2868797

Payment Information:

Payment Method: Credit Card/ACH Debit

Payment Terms: Net 30

Payment Frequency: Direct Annual

Estimated Ship Date: 07-31-2026

Prepared For:

Springfield, IL
300 South Martin Luther King Drive
Springfield,
Illinois
62703

Prepared By:

Kirk Hinz
kirk.hinz@samsara.com

Cost Overview

License Term: 60 Months

Total License Cost over 60 Months	\$244,608.00
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Hardware and Accessories	Included
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Shipping and Handling*	\$822.02
------------------------	----------

Total Sales Tax*	\$0.00
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Total Contract Value ¹	\$245,430.02
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First Invoice ¹	\$49,743.62
----------------------------	-------------

Recurring Invoice ²	\$48,921.60
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¹Estimated value, actual invoice amount may change based on product fulfillment date, includes estimated sales tax

²Amount displayed is for products purchased in this order only. Includes estimated sales tax

³If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

⁴Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)

Samsara Inc.

2026-358 1 De Haro Street, San Francisco, CA 94017 • samsara.com

Product Overview

SHIP TO Aaron Winkler
300 S Martin Luther King Jr Dr
Springfield, Illinois, 62703-1302
United States
Hardware & Accessories

Vehicle IoT Gateway, model VG55

HW-VG55-NA• QTY: 196

Enhanced VG Series OBDII J1962 L-mount cable

CBL-VG-COBDII-Y1• QTY: 196

Net Unit Price

Total Price

Included

Included

Included

Included

Total Price:

Included

Licenses	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD		
LIC-VG-PS• QTY: 196	\$249.60	\$48,921.60
Total Price:		\$48,921.60

Billing Details:**Bill To:**

Springfield, IL
300 South Martin Luther King Drive
Springfield, Illinois, 62703

Billing Contact::

Name: Nathan Bottom
Title: Director of Street Administration
Billing Email: nathan.bottom@springfield.il.us
Phone Number: 2177892255

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

Thank you for considering Samsara

Samsara provides real-time visibility, business- relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara fleet tracking solution include cellular gateways, hardware accessories, and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Cellular data connectivity
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- WiFi hotspot connectivity (VG34 gateways, 500 MB/mo capacity)
- Over-the-air software feature upgrades
- API access as it relates to safety features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not charge per-feature license fees, or other hidden costs.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed

between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the "Terms of Service") provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's

Samsara Inc.

standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:



Print Name:

Date:

Title:

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-50
DATE OF 1ST READING: 7/21/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Government Cooperative Purchasing FISCAL IMPACT: \$620,688.53(≈\$124k annually)

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A FIVE YEAR CONTRACT FOR SAMSARA FLEET GPS AND TELEMATICS IN AN AMOUNT NOT TO EXCEED \$620,688.53 FOR THE OFFICE OF PUBLIC WORKS AND PUBLIC UTILITIES

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

Proposal

CONTRACTOR / VENDOR NAME: Carahsoft Technology Corp.

VENDOR NO: VC-1802

CONTRACT TERM: 60 months

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$620,688.53 (≈\$124k annually)

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: SourcewellIs 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	001	110	WORK	GARA	1227	\$225,648.32
2	015	110	SEWR	SEWR	1227	\$ 63,933.69
3	001	110	WORK	TRAF	1227	\$ 18,804.03
4	001	110	WORK	ZONE	1227	\$ 45,129.66
5	001	110	WORK	ENGR	1227	\$ 18,804.03
6	036	110	PARK	RAMP	1227	\$ 3,760.80
7	102	100	CBAD	3902	1604	\$ 244,608.00

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE:

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize a five year contract for Samsara fleet GPS and telematics. The solution includes real-time, location, trip history and engine data across the Public Works and Public Utilities fleets, monitoring the location and utilization of tagged equipment and trailers, engine diagnostics to help with preventative maintenance alerts, and dashboards for safety, utilization and idling. Public Works fleet will also have access to road and ground intelligence including built-in hotspots ultimately reducing software costs. This is being procured through Sourcewell Government Cooperative Purchasing Contract 102924.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\26-50 Samsara AVL(AutoRecovered).xls The information supplied on this form is not confidential information.

Revised 5/26/04

2026-358

**AN ORDINANCE AUTHORIZING A ONE YEAR EXTENSION OF A
LEASE AGREEMENT WITH SPRINGFIELD ILLINOIS AFRICAN
AMERICAN HISTORY FOUNDATION D/B/A THE SPRINGFIELD AND
CENTRAL ILLINOIS AFRICAN AMERICAN HISTORY MUSEUM FOR
PROPERTY LOCATED AT 1440 MONUMENT AVENUE**

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 adopted Ordinance no. 206-05-23 authorizing the execution of a lease agreement with the Springfield Illinois African American History Foundation d/b/a The Springfield and Central Illinois African American Museum for lease of property commonly known as 1440 Monument Avenue; and

WHEREAS, the City of Springfield desires to extend the lease agreement with Springfield Illinois African American History Foundation d/b/a The Springfield and Central Illinois African American Museum for an additional year for lease of property commonly known as 1440 Monument Avenue beginning August 1, 2026, through July 31, 2027; and

WHEREAS, a copy of the lease 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 approves and authorizes a one-year extension of lease agreement with Springfield Illinois African American History Foundation d/b/a The Springfield and Central Illinois African American History Museum for property commonly known as 1440 Monument Avenue beginning August 1, 2026, through July 31, 2027. The Mayor and City Clerk are hereby authorized to execute the lease agreement and all 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 Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

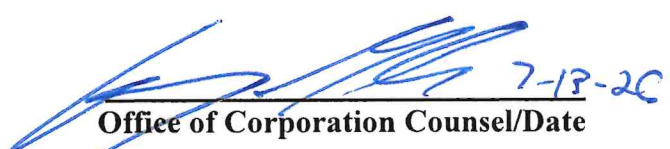
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-13-26
Office of Corporation Counsel/Date

**LEASE FOR 1440 MONUMENT AVENUE
BETWEEN THE CITY OF SPRINGFIELD
AND THE SPRINGFIELD ILLINOIS-AFRICAN AMERICAN HISTORY FOUNDATION**

THIS LEASE is made this 5 day of May, 2023, between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, ("City"), and the **SPRINGFIELD ILLINOIS-AFRICAN AMERICAN HISTORY FOUNDATION**, a not-for-profit corporation ("Custodian"), pursuant to the 1988 City of Springfield Code of Ordinances, as amended.

1. **DESCRIPTION OF LEASED PREMISES.** The City hereby leases to the Custodian land and building described as:

See attached Exhibit A

Commonly known as 1440 Monument Avenue, Springfield, Illinois ("Leased Premises").

2. **TERM, RENT & SECURITY DEPOSIT.** The term of the lease is thirty six (36) months, beginning August 1, 2023 and ending July 31, 2026 unless sooner terminated as hereinafter provided. Upon termination or expiration of this Lease, Custodian shall remove all personal property, garbage and debris from the Leased Premises. In the event Custodian fails to remove all items of personal property, garbage or debris, the City shall be allowed to remove and dispose of said items and the costs of such removal and disposal shall be charged to Custodian. At any time during the term of the lease, the Custodian shall have the right of first refusal to purchase the Leased Premises in the event the City decides to sell the Property. If Custodian does not purchase Lease Premises, lease renewal shall be negotiated by both parties in good faith.

The Custodian agrees to pay rent for the Leased Premises to the City at such place designated by it, as follows: \$200 per month, payable on the first day of every month, beginning on August 1, 2023 and continuing each month thereafter through the term of the Lease.

3. **CUSTODIAN'S USE.** The Custodian may use the Leased Premises for the operation of the Springfield Illinois African American History Foundation and Museum. Custodian shall not build or cause to be built any other structure on the Leased Premises or modify the Lease Premises in any manner asked without the written approval of the City. Any structure or modification built without prior written approval of the City shall be removed or altered by the Custodian, at Custodian's sole expense, so as to comply with the City's requirements. If the Custodian fails to comply with this provision, then the City may cause the same to be removed or altered, and the amount of the expense so incurred shall be paid by the Custodian to the City on demand.

4. **GENERAL REGULATIONS.** The Custodian:

- A. Shall keep all of the Leased Premises in sanitary condition, decent, neat, and free from noxious weeds and debris, and shall maintain all improvements thereon attractive in appearance and in good repair;
- B. Shall be responsible for removal of snow and ice from the driveways and sidewalks located on and serving the Leased Premises, provided that the City agrees to assist with this activity when possible.

- C. Shall comply with all rules, regulations, ordinances and laws relating to the Leased Premises and as otherwise required by the City.
- D. May peacefully exclude the general public from the Leased Premises.
6. **INSURANCE.** The Custodian shall (a) take and carry property and casualty loss insurance covering any items placed by the Custodian in or on the Leased Premises in the amount of \$50,000, (b) and shall carry workers compensation insurance covering the Custodians employees and (c) shall carry general liability insurance of \$1,000,000 and shall show the City as additional insured.
7. **UTILITIES.** The Custodian is responsible for payment of water, electricity, garbage removal and other services availed of by the Custodian and shall promptly pay such costs when due beginning when the Custodian takes occupancy.
8. **LIENS.** The Custodian shall not subject the City's interest in the Leased Premises to any mechanics' or material men's liens or other lien of any kind. The Custodian shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the term of this Lease. If such lien is claimed or filed, the Custodian shall cause the Leased Premises to be released from the claim within 30 days after the City is given written notice that a claim has been filed, or within 30 days after the City is given written notice of the claim and transmits written notice of its receipt to the Custodian, whichever 30-day period expires earlier. The Custodian will cause such release either by paying to the court the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing the City and its title from the claim.
9. **TAXES AND ASSESSMENTS.** The City shall pay all taxes and assessments on the property.
10. **SUBLETTING.** The Custodian shall not sublet the Leased Premises without the written approval of the City.
11. **RIGHT OF ENTRY.** The representatives of the City shall have the right to go upon the Leased Premises at any and all times for the purpose of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, to improve and protect the property, for studies and inspections, and for any other reasonably necessary work.
12. **DAMAGE.** The City shall be liable for damage caused to any property of the Custodian by the negligence of the City. The Custodian shall be liable and indemnify and hold the City harmless for any property damage or personal injury caused by the negligence or activities of the Custodian or their employees, officers, guests or invitees.
13. **ASSIGNMENT OF LEASE.** Neither this Lease, nor any interest therein or in the Leased Premises, shall be assigned by the Custodian, any receiver, trustee in bankruptcy, or other representative of the Custodian or the Custodian's estate, or by operation of law, legal process or any other means whatever, without the written consent of the City; nor shall the Leased Premises or any part thereof be used by any person other than the Custodian, his family, guests, and employees, without such written consent. No portion of the lease may be assigned without the written consent of the City. No assignment shall become operative until approved in writing by the City and the assignee has signed an agreement assuming the obligations herein of the Custodian.

14. **MAINTENANCE AND REPAIR.** The Custodian shall keep and maintain the Leased Premises in good repair and order and provide janitorial services. The Custodian shall be responsible for maintaining and repairing all the facilities located on and serving the Leased Premises including, but not limited to, the HVAC, light bulbs, moving furniture, electrical and plumbing systems serving the Leased Premises. The City shall provide the Leased Premises at the commencement of this Lease to the Custodian in a good repair and with all of the HVAC, electrical and plumbing systems in good working order. The City shall be solely responsible for all structural elements for the Leased Premises including, but not limited to, roof and structure of the building and for the replacement of the HVAC or repairs of the HVAC in excess of \$1,000 as needed during the term of the Lease. The City shall provide lawn mowing service for the property.
15. **DEFAULTS.** In the event that the Custodian violates any of the terms and conditions of this Lease and such violation continues without remedy or uncorrected for a period of thirty (30) days after the service of written notice upon the Custodian by the City specifying such violation, this Lease may be terminated at the sole option of the City at the expiration of such period of thirty (30) days. Upon termination, the City may reenter and take possession of the Leased Premises and expel the Custodian and all other persons found on the Leased Premises, using such force as may be necessary without being guilty of trespass or forcible entry or detainer, or liable for any loss or damage caused thereby.
16. **RIGHT TO TERMINATE.** Either the City or the Custodian may terminate this Lease at any time upon ninety (90) days written notice to the other party.
17. **NOTICE.** The Custodian and any person claiming any interest under this Lease shall at all times keep his or her post office address on file in the Office of City Clerk, and any notice required or permitted to be given under this Lease shall be deemed for all purposes to have been given when such notice in writing shall have been deposited in the United States mail, postage prepaid, and properly addressed to such designated address, and the affidavit of the person so mailing such notice shall be prima facie evidence of such notice and the mailing thereof.

206-05-23

EXHIBIT A

Parcel I: Lot Nine (9) of the Subdivision of the West Half of the Southwest Quarter of Section 22,
Township 16 North, Range 5 West of the Third Principal Meridian.

Parcel II: West 200 feet of Lot Ten (10) of the Subdivision of the West Half of the Southwest Quarter of
Section 22, Township 16 North, Range 5 West of the Third Principal Meridian.

Situated in Sangamon County, Illinois

Commonly known as: 1440 Monument Avenue, Springfield, Illinois

PIN 144-22.0-301-010 and 144-22.0-301-012

2023-182
2026-359

206-05-23

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
 AGENDA NO: _____
 DATE OF 1ST READING: 7/21/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Lease Agreement

FISCAL IMPACT: _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A ONE YEAR EXTENSION OF THE LEASE AGREEMENT WITH SPRINGFIELD ILLINOIS AFRICAN AMERICAN HISTORY FOUNDATION D/B/A THE SPRINGFIELD AND CENTRAL ILLINOIS AFRICAN AMERICAN HISTORY MUSEUM FOR PROPERTY LOCATED AT 1440 MONUMENT AVENUE.

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

Prior Ord. 206-05-23

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 8/1/2026 - 7/31/2027

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$ _____
 (Original amount if change order)

Change Order # _____ Additional Amount
 Previous Ord #'s _____

Method of Purchase (check one)

☐ Low Bid ☐ Low Evaluated Bid
☐ Low Bid Meeting Specs ☐ Other: _____

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:
CITY PURCHASING AGENT:	Date:

COMMENTS:

This ordinance approves a one year extension of a lease agreement with Springfield Illinois African American History Foundation d/b/a The Springfield and Central Illinois African American History Museum located at 1440 Monument Avenue.

SIGN OFF: [Signature] (Mayor's Signature) [Signature] (Director of OBM)

**AN ORDINANCE APPROVING THE APPOINTMENT OF DORIS
TURNER TO THE MID-ILLINOIS MEDICAL DISTRICT
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, 70 ILCS 925/10 establishes the Mid-Illinois Medical District Commission; and

WHEREAS, pursuant to 70 ILCS 925/10(c), with the advice and consent of the city council, the mayor shall appoint four of the eleven members to the Commission for five-year terms; and

WHEREAS, it is necessary to replace Dr. Gurpreet S. Mander; and

WHEREAS, Mayor Misty Buscher desires to appoint Doris Turner to replace Dr. Gurpreet S. Mander through July 1, 2031.

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

Section 1: The City Council hereby approves the appointment of Doris Turner, to the Mid-Illinois Medical District Commission to replace Dr. Gurpreet S. Mander through July 1, 2031.

Section 2: 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

 7-13-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING: 7/21/2026
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: (217) 789-2200

EMERGENCY PASSAGE: NO ☒ YES ☐ If yes, explain justification.

TYPE OF ORDINANCE: Appointment to Commission FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

This ordinance is to appoint Doris Turner to the Mid-Illinois Medical District Commission replacing Dr. Gurpreet S Mander.

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

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

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	Source	Amount

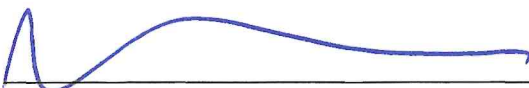
EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount

Funds Check By:	Date:
Director/Supervisor Signature:	Date:
City Purchasing Agent:	Date:

COMMENTS

PURSUANT TO 70 ILCS 925, SECTION 10

SIGN OFF:



(Mayor's Signature)

GEM

(Director Of OBM)

2026-360

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D"
LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY
EAGLE GOLF AND GRILL, INC D/B/A EAGLE GOLF AND GRILL
LOCATED AT 3941 PINTAIL DR**

WHEREAS, Eagle Golf and Grill, Inc currently holds a Class "D" liquor license for the business known as Eagle Golf and Grill located at 3941 Pintail Dr 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

 7-13-20
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/21/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Eagle Golf and Grill Inc. dba Eagle Golf and Grill		
LOCATION:	3941 Pintail Dr.		
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

GEM

Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR COFFEY AND FIELDS, INC D/B/A GOLD LEAF,
LOCATED AT 916 W. LAUREL STREET**

WHEREAS, Coffey and Fields, Inc has applied for a Class "D" liquor license for the business known as Gold Leaf, located at 916 W. Laurel Street; 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 "D" liquor licenses.

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

 7-13-26
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
7/21/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Coffey and Fields, Inc. D/B/A Gold Leaf		
LOCATION:	916 W. Laurel Street		
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 wanting to sell liquor on site as a restaurant and package liquor sales "DN"		

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.
I	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	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
I	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	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

GEM

Date

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS19-29 AND EXECUTION OF AN AGREEMENT WITH KENNEDY & MARCUM, LLC FOR THE PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 2032 PEORIA ROAD IN THE AMOUNT OF \$500.00, 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 owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on June 25, 2023; and

WHEREAS, in response to the City's request for proposals CS19-29, the City has received a proposal for the purchase of one lot in the amount of \$500.00, said parcels being located at 2032 Peoria Road and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Kennedy & Marcum, LLC for sale of city-owned property located at 2032 Peoria Road; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable 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 at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-GENC-VARI-0242.

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

 **7-13-26**
Office of Corporation Counsel/Date

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Kennedy & Marcum LLC

Mailing Address

8 Brookside Place

Daytime Phone Number

Email Address

954-599-1755

itsmarlacummings@gmail.com

Resident of Springfield corporate limits? ☒ Yes ☐ No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

2032 N. Peoria Road, Springfield, IL 62702

14220276004

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- ☐ Adjacent Homeowner ☐ Adjacent Landlord/Property Owner
☒ Property Owner near the vacant lot ☐ Neighborhood Association or other organization
☐ Other (specify): _____

Address of your property:

- ☐ Same as my mailing address (listed in the Applicant Contact Information section)
☒ Different from my mailing address:
1901 Peoria Rd Springfield, Illinois 62702

Do you rent or own your home? ☐ Rent ☒ Own

Your property is a:

- ☐ Residence ☐ Organization ☐ Business ☒ Other (specify): Vacant Lot/Being Improved

Describe the intended use for the vacant lot.

The intended use of this vacant lot is to support the development of Route 66 Hideaways, a planned tourism and micro lodging project. Applicant intends to incorporate the lot into a larger site assemblage that includes adjacent parcels currently being acquired for the project.

The lot may be utilized for guest parking, landscaped green space, outdoor gathering areas, pedestrian access, signage, utility infrastructure, stormwater improvements, and other site amenities that support the overall development. The project is intended to enhance the appearance of the corridor, attract visitors to Springfield,

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes. I anticipate investing funds to improve the vacant lot as part of the Route 66 Hideaways development project. Planned improvements may include site clearing, grading, landscaping, fencing, utility connections, parking improvements, signage, lighting, stormwater management, and other site preparation activities necessary to support the project. The property will be maintained and improved to enhance the appearance of the corridor and contribute positively to the surrounding neighborhood.

About how much money would you expect to spend (if any): \$25,000-100,000

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

VACANT LOT DISPOSITION PROGRAM APPLICATION



ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

1901 Elizabeth Street Springfield, IL

14220253013

1903 Elizabeth Street Springfield, IL

14220253012

Do you owe delinquent property taxes?

☒ Yes ☐ No If yes, please explain why. ☐ I dont know

Yes. Delinquent taxes for tax years 2022 & 2024 on 1903 Elizabeth Street. These taxes are currently being paid through an arrangement with the Sangamon County tax collection office.

Have you ever been cited for Housing Code Violations?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Do you have any debt owed to the City of Springfield?

☐ Yes ☒ No If yes, please explain why. ☐ I dont know

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$500 _____ per vacant lot

CERTIFICATIONS AND SIGNATURE OF BIDDER

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.

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.

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.

Name of Bidder

Marla Cummings

Signature

Marla Cummings

Date

6/8/2026

Peters, James W.

From: MarLa Cummings, MBA, PA <itsmarlacummings@gmail.com>
Sent: Monday, July 6, 2026 12:23 PM
To: Peters, James W.
Subject: Re: lot at 2032 Peoria Road

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi James,

Thank you for the update and for taking the time to discuss my project with the committee.

I understand the property would be purchased as-is and that any rezoning or other development approvals would need to be pursued after closing, with no guarantee of approval.

I do want to move forward with purchasing the property and understand the risks involved. My goal is to work through the appropriate process with the City to seek the necessary approvals for my proposed development.

Thank you again, and I look forward to working with you.

Best,

MarLa Cummings

On Jul 6, 2026, at 11:36 AM, Peters, James W. <James.Peters@springfield.il.us> wrote:

Marla, after conferring with the committee, I can pass along the following. Based on its current I-1 zoning, your proposed use would require a rezoning and possibly other approvals. The lot's size and nearby residential properties may also create some site-planning challenges, but that would need to be evaluated further with a detailed plan.

If you want move forward, the purchase the property would be considered **as is**, and any zoning or development changes would need to be explored after acquisition. Zoning and other development changes require the consent of the city council. There is no guarantee that that zoning relief etc. would be granted.

Property Tax

Sangamon County, Illinois



Selected Parcel: 14-22.0-276-004

Location: 2032 PEORIA RD

Current Assessment 2026 Payable 2027

Name & Mailing Address CITY OF SPRINGFIELD % DIRECTOR OPED ROOM 107 MUNICIPAL CENTER EAST 800 E MONROE ST SPRINGFIELD, IL 62701-1900	Property Address 2032 PEORIA RD SPRINGFIELD, IL 62702	Exemptions * None *
Class 95 TOTALLY EXEMPT REAL ESTATE	Legal Description COUNTY CLERKS SUB 1 SUB NW SEC 23 & PT E1/2 NE & PT SE 22-16-5 S 13' L 3 ALL L 4	
Mortgage Company % DIRECTOR OPED	Non-Farm Acres 0.00 Farm Acres 0.00	
Status Active	Volume 3 Page 99	
Tax Code 09B		

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
		Not Finalized	Not Finalized	Not Finalized
Status	Active			
Class	TOTALLY EXEMPT REAL ESTATE			
Tax Code	09B			
Reason				
Non-Farm Land	0			
Non-Farm Building	0			
Farm Land	0			
Farm Building	0			
1st Time Non-Farm Building	0			
1st Time Farm Building	0			
* TOTAL *	0			

Current Billing Details 2025 Payable 2026

Payment History, Year 2025 Payable 2026					
No	Date	Amount	Penalty	Other Costs	Transaction Type
No Payments for Tax Year					

2026-363

Assessment Information		Bill Information		Installment Detail
Assessment Year	2025-2026	Tax Year	2025-2026	1st Installment
Fair Market Value	0	Value After Exemptions	0	Due Date 06/05/2026
Assessed Value	0	Tax Rate	8.0964%	Tax Due \$0.00
Township Multiplier	1.0722	Tax Extended	\$0.00	2nd Installment
Value After Township Multiplier	0	Adjustments	\$0.00	Due Date 09/04/2026
County Multiplier	1.0000	Tax Billed	\$0.00	Tax Due \$0.00
Equalized Value	0	Payments	-\$0.00	No payments are currently scheduled.
Value After Exemptions	0			
		Tax Due	\$0.00	
		1st Installment	\$0.00	
		2nd Installment	\$0.00	

Most Recent Sale

Number	Class	Sale Year	Sale Date	Sale Amount	Sale Acres	Township	
1	30 UNIMPROVED RESIDENTIAL	2017	10/04/2017	600	0.00	CAPITAL	Details

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: James W. PetersPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$500.00SUGGESTED TITLE: An ordinance authorizing acceptance of a proposal under RFP CS19-29 and execution of an agreement with Kennedy & Marcum LLC for purchase of city owned property consisting of one (1) vacant lot located at 2032 Peoria Road in the amount of \$500.00 for the Office of Budget & ManagementCONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/ACONTRACT TERM: N/A Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: N/A N/A N/A
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: RFP
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	001	107	GENC	VARI	0242	\$500.00
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.)

Submitted Proposal, email documenting acceptance of "as-is" sale and County Tax Record

STAFF ANALYSIS

Authorizing the sale of one (1) vacant lot located at 2032 Peoria Road to Kennedy & Marcum LLC. Property is being sold as-is with no guarantees of zoning relief or other development/improvement approvals.

PIN: 14-22.0-276-004

Brief Legal: COUNTY CLERKS SUB 1 SUB NW SEC 23 & PT E 1/2 NE & PT SE 22-16-5 S 13' L 2 ALL L4

FUNDS CHECK BY: _____

DIRECTOR / SUPERVISOR: _____

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: 7/7/2026Date: 7/7/2026Date: 7-7-2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-363

**AN ORDINANCE APPROVING RESIDENTIAL ASSISTANCE TO
HOMEOWNERS UTILIZING CANNABIS TAX FUNDS, IN AN AMOUNT NOT
TO EXCEED \$378,000.00, FOR THE OFFICE OF 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 City has adopted ordinance 400-09-19 which codified a municipal Cannabis Retailer's Occupation Tax (Article VI (a) §100.57 et seq. of the Springfield City Code of Ordinances as amended) (hereinafter referred to as the "Cannabis Tax"); and

WHEREAS, the City previously passed ordinance 309-08-25 authorizing expenditure of cannabis tax funds under section 100.56 through 100.58 of the Springfield Code of Ordinances, as amended in the designated area and the appropriation of the 50% portion of the tax collected for exterior repairs assistance to homeowners for economic development purposes; and

WHEREAS, the City previously passed ordinance 070-02-26 expanding the boundaries for direct vendor payment options and no matching fund requirements; and

WHEREAS, the Office of Economic Development is requesting residential redevelopment assistance to homeowners in an amount not to exceed \$378,000.00; and

WHEREAS, the Cannabis Tax Projects are described in the attached Exhibit B.

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

Section 1: That the City Council hereby approves and authorizes the residential redevelopment assistance to homeowners utilizing Cannabis Tax funds as described in Exhibit B attached in the amount of \$378,000.00.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in the amount of \$378,000.00 from account 001-111-DEVL-CNBS-2110.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

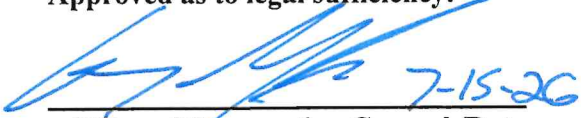
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7-15-26

Office of Corporation Counsel /Date

EXHIBIT B

Cannabis Grant	Homeowners Name	Address	Notes
\$ 25,000.00	Claudia D. Warren	1520 E. Glenn Avenue, Springfield, IL 62703	New construction or renovations, including improvements such as window replacement, siding, structural boards on roof (fascia and soffit) gutters, downspouts, and insulation.
\$ 25,000.00	Lisa M. Ishmael	2020 E. Jackson Street, Springfield, IL 62703	New construction or renovations, including improvements such as porch rebuild, exterior painting, and window replacement.
\$ 25,000.00	Aundrae L. Williams	2216 E. Adams Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof, window replacement, doors, siding, structural boards on roof (fascia and soffit), gutters, and downspouts.
\$ 25,000.00	Dechele J. Trammell and Steven L. Trammell	1901 Holly Drive, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof, including fascia and soffit, gutters, window replacement, siding, and downspouts.
\$ 25,000.00	Dennis Lee Groves	1015 N. 6th Street, Springfield, IL 62702	New construction or renovations, including improvements such as repairing or replacement of structural boards on roof (fascia and soffit), exterior painting and power washing, gutters, downspouts, and drip edge and windows.
\$ 25,000.00	Luerine Richardson	1516 S. 16th Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of siding including insulation, shingles, windows including trim and wrap, roof and structural boards on roof (fascia and soffit), gutters, downspouts, and drip edge.
\$ 18,000.00	Dorcel Y. Johnson	2105 E. Jackson Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of windows, siding removal and reinstallation for window repairs, gutters, downspouts, hangers, and all other gutter accessories, structural boards on roof (fascia and soffit), front porch repairs and masonry/tuckpointing (concrete).
\$ 25,000.00	Charles E. Robinson, Sr. and Derstean Robinson	1812 S. 19th Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of windows, gutters, overhang, downspouts, siding, structural boards on roof and porch (fascia and soffit), installation of all required starter strip, J-channel, corner posts, trim accessories, and termination components, and installation of aluminum coil.
\$ 16,000.00	David Chris Mull	1312 E. Jackson Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof, including fascia and soffit, gutters, porch repairs including installation of ADA ramp and handrails.
\$ 25,000.00	Carey Ann Smith and Andrew Aaron Heathwaite	810 N. 6th Street, Springfield, IL 62702	New construction or renovations, including improvements such as front porch repairs including new concrete steps, concrete on sidewalk leading up to the home, gutters and gutter covers, downspouts, structural boards on roof including fascia and soffit.

\$ 25,000.00	Willie Earl Coleman	1937 Groth, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof including drip edge and roof accessories (vents, boots, and sewer pipes).
\$ 25,000.00	Kennitha R. Harmon	724 N. 6th Street, Springfield, IL 62702	New construction or renovations, including improvements such as repairing or replacement of windows.
\$ 19,000.00	Melori D. Ewing	2023 Randall Court, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof and windows.
\$ 25,000.00	Myesha Johnson	2028 Gregory Court, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof, siding, and structural boards on roof (fascia and soffit).
\$ 25,000.00	Tiisha Littleton	2111 East Pine Street, Springfield, IL 62703	New construction or renovations, including improvements such as repairing or replacement of roof.
\$ 25,000.00	Meghan McMurray	1100 N. 8th Street, Springfield, IL 62702	New construction or renovations, including improvements such as repairing or replacement of foundation/tuckpointing.
\$ 378,000.00			

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/21/2026

OFFICE REQUESTING: OPED

CONTACT PERSON: Willisha Ware

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217.789.2377 x 5477

FISCAL IMPACT: \$378,000.00

SUGGESTED TITLE: AN ORDINANCE APPROVING RESIDENTIAL REDEVELOPMENT ASSISTANCE TO HOMEOWNERS UTILIZING CANNABIS TAX FUNDS, IN AN AMOUNT NOT TO EXCEED \$378,000.00, FOR THE OFFICE OF ECONOMIC DEVELOPMENT.

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: One Year

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$378,000.00

N/A

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: Cannabis Grant☐ Low Bid Meeting Specs☐ Exception:☐ Low Evaluated Bid

Code Provision:

Previous Ord #'s 070.02.26, 309.08.25

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						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	CNBS	2110	\$378,000
2						
3						
4						

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

Exhibit B

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF CANNABIS TAX COLLECTED UNDER SECTION 100.58 OF THE SPRINGFIELD CODE OF ORDINANCES, AS AMENDED IN THE DESIGNATED AREA AND THE APPROPRIATION OF THE 50% PORTION OF THE TAX COLLECTED FOR ECONOMIC DEVELOPMENT PURPOSES NOT TO EXCEED THE AMOUNT OF \$378,000.00 FOR HOMEOWNERS LISTED IN EXHIBIT B FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Digital Signature, o=City
Departments, ou=OBM, ou=SP, ou=Users, ou=Pilkington,
Lenee, email=Lenee.Pilkington@springfield.il.us
Date: 2026.07.07 09:25:30 -0500

DIRECTOR / SUPERVISOR: Amy Rasing

Digitally signed by Amy Rasing
Date: 2026.07.07 09:25:30 -0500

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: 7/21/26



(Director of OBM)

The information supplied on this form is not confidential information.

2026-364