

AN ORDINANCE AUTHORIZING A CONTRACT EXTENSION
UNDER CONTRACT NO. UW24-04-16 – RIPRAP MATERIALS
WITH CALLENDER CONSTRUCTION COMPANY, INC.,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 233-06-23 awarded Contract No. UW24-04-16 - Riprap Materials to Callender Construction Company, Inc. ("Callender") for a total amount of \$156,960.00, and

WHEREAS, the contract contained a provision that allows for contract extension upon mutual agreement, and

WHEREAS, Callendar and the Office of Public Utilities have agreed to extend the contract until February 28, 2025, for the same price and terms and conditions outlined in said contract, and

WHEREAS, this Ordinance authorizes the contract extension and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and

WHEREAS, this is the first extension of said contract; no additional funding is needed.

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 contract extension for Contract UW24-04-16 for Riprap Materials for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract extension with Callender on behalf of the Office of Public Utilities.

Section 3. The payments by the City of Springfield Office of Budget and Management to Callender will remain at the original ordinance amount of One Hundred Fifty-Six Thousand Nine Hundred Sixty Dollars and No Cents (\$156,960.00) from Account No. 101-100-BC-6101-1407 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency: 6/12/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Callender
Construction
Company, Inc.**

928 W. Washington Street

Pittsfield, IL 62363

Phone: 217-285-2161

Fax: 217-285-2053

Email: calconst@frontier.com

June 4, 2024

To Whom It May Concern:

Callender Construction agrees to honor the prices for the 2024 contract through February 28, 2025. This will be for the 2" overside, for RR3, and for RR4. Thank you.

Sincerely,



Wm Oscar Turnbull
President

2024-233

COPY

2024-233

2023-214

233-06-23

No. L&W 1162

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT
UW24-04-16 - RIPRAP MATERIALS WITH CALLENDER CONSTRUCTION
COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$156,960.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for
Contract UW24-04-16 - Riprap Materials for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract
UW24-04-16 was placed, and

WHEREAS, Callender Construction Company, Inc. ("Callender") submitted the lowest bid,
and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office
of the City Clerk and identified by Contract Index No. UW24-04-16.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts
the bid from Callender for Contract UW24-04-16 - Riprap Materials in an amount not to exceed
One Hundred Fifty-Six Thousand Nine Hundred Sixty Dollars and No Cents (\$156,960.00) for the
Office of Public Utilities.

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

Section 3. The Payment to Callender for the total maximum amount of Fifty-Six Thousand
Nine Hundred Sixty Dollars and No Cents (\$156,960.00) from Account No. 101-100-BC-6101-
1407 is hereby authorized, approved, and directed.

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

PASSED: June 6, 2023 SIGNED: June 12, 2023
RECORDED: June 13, 2023 R. M. Buscher MAYOR
ATTEST: [Signature] 624

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2023-214

233-06-23

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 05-16-23
ORDINANCE REQUEST NUMBER: L&W 1162

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE
EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 156,960.00 BUDGETED: YES/NO NEW POSITION: YES/NO
STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UW24-04-16

ACCOUNTING INFORMATION: Account No. 101-100-BC-6101-1407

PRIOR ORDINANCE INFORMATION: Last year's contract: UW23-03-13, Crown Trucking, \$160K, Ord. 203-
05-22

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Callender Construction Company, Inc. CONTRACT AMOUNT: \$ 156,960.00
(Original Amount #Change-Order)

CONTRACT TERM: 1 yr. TYPE OF AWARD: Bid Contract: Low Bid
CHANGE IN SCOPE: Y X N CHANGE ORDER # N/A ADD'L AMOUNT \$ 0

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the
ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard ordinance for purchase of riprap materials.

This Ordinance accepts Contract UW24-04-16 in an amount not to exceed \$156,960.00 with Callender
Construction Company, Inc. ("Callender"), for the purchase of riprap materials for the Lake Springfield
Shoreline Stabilization Program. Callender will provide 1,000 tons of 2" filter stone, 3,200 tons of 12" stone
riprap, and 1,000 tons of 4"-5" gabion stone. The 2" stone is used alone or in conjunction with filter fabric
underneath stone riprap as bedding and as a filter medium to stabilize shorelines. The 12" stone is used over
a filtering medium to prevent damage to the shoreline from wave action. The gabion stone is also used to
prevent damage to the shoreline from wave action at Lake Springfield.

There were five (5) bidders on this contract; one (1) local and four (4) non-local. Callender is not a local
vendor and even with the 3% preference applied, Callender was still the lowest bid..

SIGN OFF: [Signature] Mayor's Office OBM
(When Applicable)

The information supplied on this form is not confidential information.

233-06-23

COPY

2024-233

COPY

2023-211

CITY WATER, LIGHT & POWER
LAND AND WATER RESOURCES DEPARTMENT

Bid Tabulations for

Rip Rap Bids

Date: April 25, 2023

Contract #: UW24-04-16

Item Description	Callender Construction 928 W. Washington Street Pittsfield, Illinois 62363		Crown Trucking, Inc. 13845 Cotton Hill Rd Pawnee, IL 62558		Ayers Trucking LLC 8640 Cardinal Hill Rd Rochester, IL 62563		Green Dream International LLC 32 W 8th St. Ste 407 Erie, Pennsylvania 16501		P.H. Broughton 905 n Lincoln Ave Springfield, Illinois 62702	
	Price		Price		Price		Price		Price	
1000 Tons 2" Filler Stone	\$	22,960.00	\$	25,850.00	\$	28,000.00	\$	31,080.00	\$	53,500.00
3200 Tons 12" Stone RipRap	\$	104,000.00	\$	110,400.00	\$	144,000.00	\$	125,152.00	\$	297,920.00
1000 Tons 4" to 5" Gabion Stone	\$	30,000.00	\$	32,250.00	\$	42,000.00	\$	42,590.00	\$	68,500.00
Lump Sum Price For Contract	\$	156,960.00	\$	168,500.00	\$	214,000.00	\$	198,822.00	\$	419,920.00
Sangamon County Local Vendor (3%)		4,708.80					5,964.66			
Evaluated Total:		161,668.80			214,000.00		204,786.66		419,920.00	

* Recommend award of bid to Callender Construction, low evaluated bid (low bid).

233-06-23

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING:

06-18-24

ORDINANCE REQUEST NUMBER:

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 0 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Extension - Bid Contract UW24-04-16

ACCOUNTING INFORMATION: Account No. 101-100-BC-6101-1407

PRIOR ORDINANCE INFORMATION: Ord. 233-06-23, Callender Construction, Low Bid, 1 yr., \$156,960.00

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Callender Construction Company, Inc. CONTRACT AMOUNT: \$ 156,960.00
(Original Amount if Change Order)

CONTRACT TERM: extension is through FY25 (02/28/25) TYPE OF AWARD: Extension of Low Bid Contract

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0

STAFF ANALYSIS: (This includes a description of work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

Ordinance No. 233-06-23 awarded bid Contract UW24-04-16 for the purchase of riprap materials for the Lake Springfield Shoreline Stabilization Program from Callender Construction Company, Inc. ("Callender") in the total amount of \$156,960.00. Per the contract, Callender will provide 1,000 tons of 2" filter stone, 3,200 tons of 12" stone riprap, and 1,000 tons of 4"-5" gabion stone. The 2" stone is used alone or in conjunction with filter fabric underneath stone riprap as bedding and as a filter medium to stabilize shorelines. The 12" stone is used over a filtering medium to prevent damage to the shoreline from wave action. The gabion stone is also used to prevent damage to the shoreline from wave action at Lake Springfield.

The contract contains a provision that allows for contract extension upon mutual agreement. Callender has agreed to extend the current contract with the same pricing and terms through February 28, 2025. No additional funding will be needed to cover this extended timeframe.

Due to time restraints, the length of the bid process, the quantity of rock on hand, and the remaining funding balance on the current contract, it would be in the City's best interest to extend the said contract vs. rebidding.

SIGN OFF: 

Mayor's Office

 OBM
(When Applicable)

AN ORDINANCE AUTHORIZING CONTRACT EXTENSIONS AND ADDITIONAL FUNDING
IN THE AMOUNT OF \$580,280.20 UNDER CONTRACT NO. UW24-08-44 – WATER
METERS WITH MIDWEST METER, INC. AND UNITED SYSTEMS & SOFTWARE, INC.
FOR A TOTAL AMOUNT NOT TO EXCEED \$1,160,560.40,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 413-09-23 awarded Contract No. UW24-08-44 - Water Meters to Midwest Meter, Inc. and United Systems & Software, Inc. for a total amount of \$580,280.20, and

WHEREAS, the contract contained a provision that allows for contract extension upon mutual agreement, and

WHEREAS, due to the increase in prices, it would be in the City's best financial interest to extend the current contracts, and

WHEREAS, this Ordinance authorizes the contract extensions and an additional \$580,280.20 payable under the contract and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and

WHEREAS, Midwest Meter, Inc. supplies AMR meters and Replacement AMR registers. They have agreed to extend the current contract with the same pricing and terms through December 31, 2024, and

WHEREAS, United Systems & Software, Inc. supplies ITRON 100W+ ERTS. They have agreed to extend the current contract with the same pricing and terms through December 31, 2024, and

WHEREAS, this is the first extension of said contract.

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 contract extensions and authorizes the additional expenditure in an amount not to exceed Five Hundred Eighty Thousand Two Hundred Eighty Dollars and Twenty Cents (\$580,280.20) for Water Meters for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extensions with Midwest Meter, Inc. and United Systems & Software, Inc. on behalf of the Office of Public Utilities.

Section 3. The payments by the City of Springfield Office of Budget and Management to Midwest Meter, Inc. in the total amount not to exceed \$670,560.40 and to United Systems & Software, Inc. in the amount of \$490,000.00 for a grand total of \$1,160,560.40 on said contract from Account Nos. 101-100-BA-5161-1403, 101-100-BE-4462-2313, and 101-100-BA-6194-1403 are hereby authorized, approved, and directed.

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

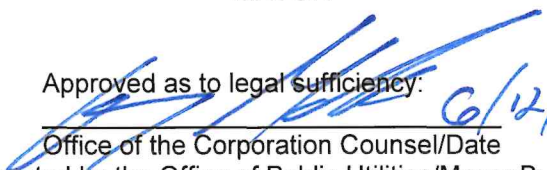
PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:  6/12/24

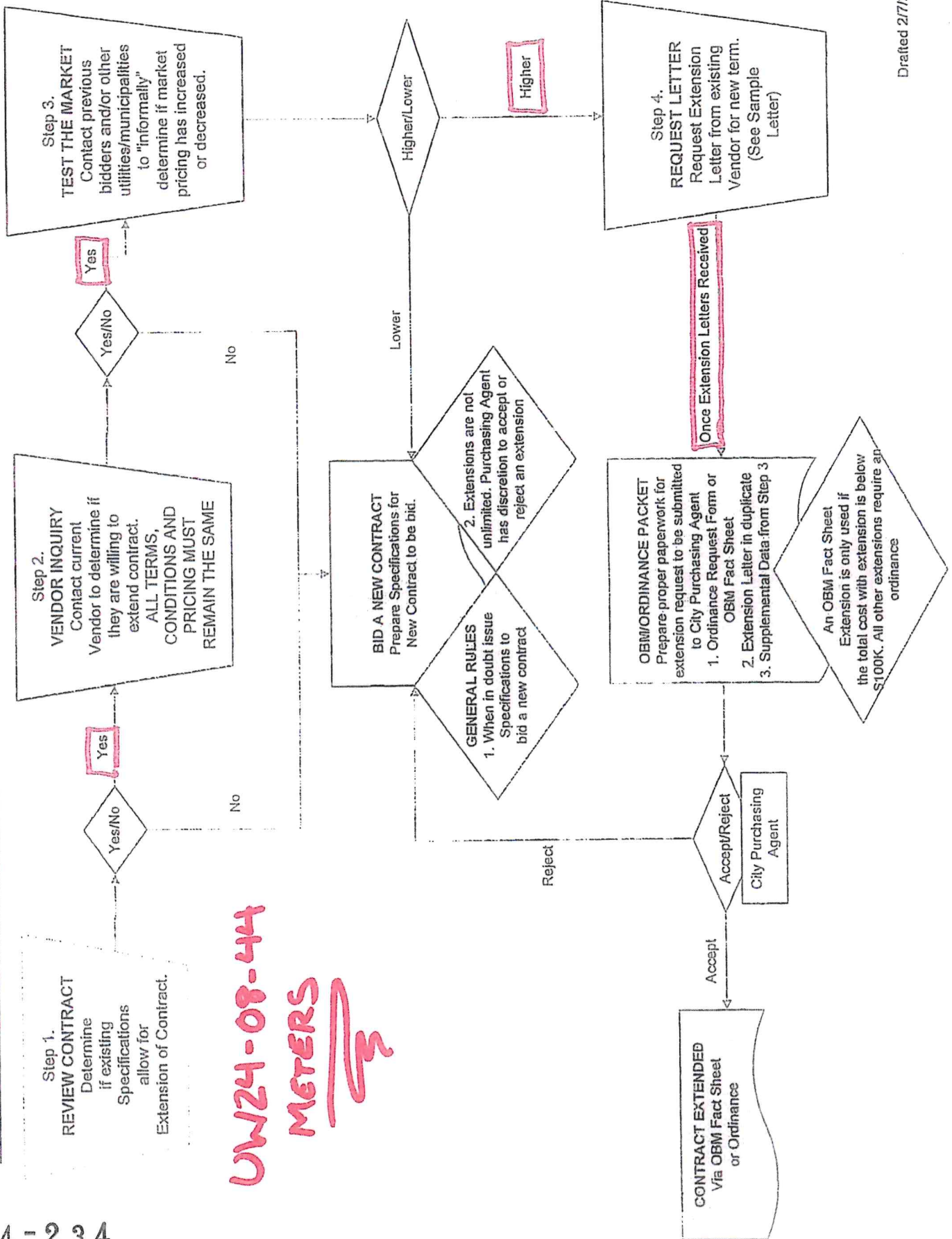
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-234

2024-234

PROCEDURES FOR EXTENDING A BID CONTRACT



MIDWEST METER INC.

Corporate Office

200 E Franklin St.
P.O. Box 318
Edinburg, IL. 62531-0318
Phone: 800-634-4746
Fax: 217-623-4216

Branch Location:
1078 Wolverine Lane
Cape Girardeau, MO. 63701
Phone: 800-635-4746
Fax: 573-334-0151

Branch Location:
200 Commercial Drive
Flora, IN. 46929
Phone: 877-636-4746
Fax: 574-967-4572

Branch Location:
N173 W21290 Northwest
Passage Way
Jackson, WI. 53037
Phone: 262-677-2887
Fax: 262-677-2882

Website: www.Midwest-meter.com

May 9, 2024
Mr. Michael Johnson, PE
General Superintendent
CWLP Water Department
401 N. 11th Street
Springfield, IL. 62702

Dear Mr. Johnson,

Based on discussions with the City of Springfield Office of Public Utilities (City Water, Light and Power) and in accordance with stated language in Contract UW24-08-44, Midwest Meter, Inc. will extend the current contract for cold water meters through December 31, 2024.

The unit pricing for these water meters, as well as all other terms and conditions under the original contract shall remain in effect throughout this contract extension period.

Midwest Meter, Inc.

By: 
Signature

President
Title

5/16/2024
Date

Accepted by:

Signature 

Title

Date

2024-234



Corporate: P.O. Box 547 | 205 Ash Street | Benton, Kentucky 42025
Phone: 270.703.0697 | 800.455.3293 | FAX: 270.527.3132
www.united-systems.com

May 20, 2024

Mr. Michael Johnson
City of Springfield
City Water Light and Power
401 N. 11th St.
Springfield, IL 62702

Dear Mr. Johnson,

Based on discussions with the City of Springfield Office of Public Utilities (City Water, Light & Power) and in accordance with stated language in Contract UW24-08-44, United Systems & Software, Inc. will extend the current contract pricing for Itron 100W Erts through December 31, 2024.

The unit pricing for these Itron 100W's, as well as all other terms and conditions under the original contract shall remain in effect throughout the contract extension period.

Scott W. Smith

Scott W. Smith / Territory Manager

United Systems & Software, Inc.
O: 800.455.3293 ~ M: 270.703.0697
scotts@united-systems.com

Itron ChoiceConnect™

2024-234



City Water, Light & Power

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

TO: Todd LaFountain
FROM:  Mike Johnson/Jason White
RE: Water Meters
DATE: May 24, 2024

Water Meters UW24-08-44:

The Water Meter contract expired on **January 1, 2024**

AMR Meters:

Midwest Meter provides the City approved Badger meters and had the 2023 contract for Water Meters. I contacted their sales representative Ben Morman and he said that they would be interested in extending Section A & B of the contract. If approved, I would recommend an extension through **December 31, 2024** as stated in the attached letter.

We are seeing an increase in material prices. It will be in the City's best interest to extend the existing contract and hold the prices until the end of 2024.

ITRON 100W+ ERT:

United Systems & Software, Inc, provides CWLP with the Itron 100W+ Water pit Ert's and had the 2023 contract. This Ert sends the meter information from the meter to the automatic meter reading system that CWLP Water & Electric uses for billing. I contacted their Territory Manager Scott Smith and he said they would be interested in extending Section C of the contract thru **December 31, 2024** as stated in the attached letter.

On January 1, 2025, Itron expects a 10% increase (\$10.00 per unit) for ITRON 100W+ ERTS. Extending the contract would delay the City from being impacted by this material price increase until FY2026. Therefore, it will be in the City's best interest to extend the existing contract and hold the prices until the end of year.

The contract specifications allow for extension if agreeable by the City and the vendors. Signed letters of agreement are attached. I recommend accepting the offers to extend the contracts and I am attaching an ordinance request to do so. Please call with any questions.

2024-234

COPY

2023-402

413-09-23

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE
EXECUTION OF CONTRACT UW24-08-44 - WATER METERS WITH
MIDWEST METER, INC. AND UNITED SYSTEMS & SOFTWARE, INC. IN
THE AMOUNT OF \$580,280.20 FOR THE WATER DIVISION
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for
Contract UW24-08-44 - Water Meters for the City of Springfield Office of Public Utilities' Water Division
Field Services Center, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW24-08-44
was placed, and

WHEREAS, Midwest Meter, Inc. submitted the only bid for Section A (AMR meters) and Section B
(Replacement AMR Registers), and

WHEREAS, United Systems & Software, Inc. submitted the only bid for Section C (ITRON 100W+
ERTS), and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City
Clerk and identified by Contract Index No. UW24-08-44.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bids from
Midwest Meter, Inc. and United Systems & Software, Inc. for Contract UW24-08-44 - Water Meters in an
amount not to exceed Five Hundred Eighty Thousand Two Hundred Eighty Dollars and Twenty Cents
(\$580,280.20) for the City of Springfield Office of Public Utilities' Water Division Field Services Center.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said
Contracts with Midwest Meter, Inc. and United Systems & Software, Inc. on behalf of the City of Springfield
Office of Public Utilities.

Section 3. The Office of Budget Management is hereby authorized to pay Midwest Meter, Inc. an
amount not to exceed \$335,280.20 and to United Systems & Software, Inc. in the amount of not to exceed
\$245,000.00 from Account Nos. 101-100-BA-5161-1403 and 101-100-BE-5161-2313 are hereby
authorized, approved, and directed.

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

PASSED: Sept. 19, 2023 SIGNED: [Signature] 2023

RECORDED: Sept. 20, 2023

ATTEST: [Signature] MAYOR

Approved as to legal sufficiency.
Office of the Corporation Counsel/Date
8/13/23

Requested by the Office of Public Utilities/Mayor Buscher

2023-402

413-09-23

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 09-05-23
ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$580,280.20 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: The meters and register sets will be installed by Water Division personnel.

TYPE OF ORDINANCE: Bid Contract UW24-08-44

ACCOUNTING INFORMATION: Account Nos. 101-100-BA-5161-1403, 101-100-BE-5161-2313

PRIOR ORDINANCE INFORMATION: Last contract - same vendors, Ord. 134-04-22, UW22-02-79,
\$925,419.70

VENDOR/AWARD INFORMATION

Midwest Meter, Inc. &
CONTRACTOR NAME: United System & Software, Inc. CONTRACT AMOUNT: \$ 580,280.20
(Original Amount #Change-Order)

CONTRACT TERM: 1 Year TYPE OF AWARD: Bid Contract: Low Bids

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDTL AMOUNT \$ 0.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the
ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is an annual ordinance for the purchase of ~~AMR~~ ^{water} water meters.

This Ordinance accepts the low bids for Contract UW24-08-44 in the total amount of \$580,280.20 with Midwest Meter,
Inc. and United Systems & Software, Inc. to purchase automatic meter reading (AMR) capability cold water meters along
with AMR register sets. These meters are required for residential and commercial water services. The vendors are not
guaranteed a minimum order, and items will be purchased on an as-needed basis.

There were two (2) bidders on the contract, neither are a local vendor. Midwest Meter, Inc. was the only bidder for
Section A (AMR meters \$247,825.00) and Section B (Replacement AMR registers \$87,455.20). United Systems &
Software, Inc. submitted the only bid for Section C (ITRON 100W+ ERTS \$245,000.00).

Ordinance 134-04-22 awarded the last contract to the same vendors: Midwest Meter, Inc. / Section A (\$372,445.10) and
Section B (\$127,974.60) and United Systems & Software, Inc. / Section C (\$425,000.00), for a total amount not to exceed
\$925,419.70.

SIGN OFF: [Signature] Mayor's Office
OBM
(When Applicable)

The information supplied on this form is not confidential information.

Rev: 6-21-96

COPY

2023-409

413-09-23

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING:

06-18-24

ORDINANCE REQUEST NUMBER:

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 580,280.20 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Extension and Additional funding for Bid Contract UW24-08-44

ACCOUNTING INFORMATION: Account Nos. 101-100-BA-5161-1403, 101-100-BE-4462-2313, and 101-100-BA-6194-1403

PRIOR ORDINANCE INFORMATION: 413-09-23 (\$580,280.20)

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Midwest Meter, Inc. & United System & Software, Inc. CONTRACT AMOUNT: \$ 580,280.20
(Original Amount if Change Order)

CONTRACT TERM: Through Dec. 31, 2024 TYPE OF AWARD: Bid Contract: Low Bids

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 580,280.20

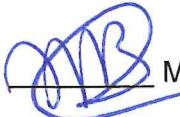
STAFF ANALYSIS: (This includes a description of work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

Ordinance No. 413-09-23 awarded bid Contract UW24-08-44 for the purchase of water meters from Midwest Meter, Inc. and United Systems & Software, Inc. in the total amount of \$580,280.20. These meters are required for residential and commercial water services. The vendors are not guaranteed a minimum order, and items are purchased on an as-needed basis.

The contract contains a provision that allows for contract extension upon mutual agreement. CWLP personnel have inquired about pricing on these and similar items; there has been an increase in pricing. Therefore, it would be in the City's best financial interest to extend the existing contract instead of re-bidding the contract.

Midwest Meter, Inc. supplies AMR meters and Replacement AMR register. They have agreed to extend the current contract with the same pricing and terms through December 31, 2024. United Systems & Software, Inc. supplies ITRON 100W+ ERTS. They have agreed to extend the current contract with the same pricing and terms through December 31, 2024.

This extension will cost \$580,280.20, and it increases the total amount payable under the said contract to \$1,160,560.40.

SIGN OFF:  Mayor's Office OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

2024-234

AN ORDINANCE AUTHORIZING STATEMENT OF WORK #2 AMENDMENT NO. 3
FOR THE RENEWAL, ADJUSTMENT IN TERM DATES, AND ADDITIONAL
FUNDING ON ENHANCED MAINTENANCE SERVICES IN AN AMOUNT NOT TO
EXCEED \$463,640.40 WITH CGI TECHNOLOGIES AND SOLUTIONS, INC.,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, CGI Technologies and Solutions, Inc. ("CGI") has offered enhanced maintenance services to provide customized and pre-tested patches specific to the City's ERP Financial, HRM systems and Tax components, and extended phone support and remote services, and

WHEREAS, Ordinance 276-07-16 authorized Statement of Work #2 and established the time frame of October 1, 2016 to April 30, 2019, for an expenditure of \$330,000.00; Ordinance 471-12-16 approved Statement of Work #2 Amendment No. 1 that changed the time frame to June 1, 2017 to May 31, 2020, with no additional funding; Ordinance 003-01-19 approved Statement of Work #2 Amendment No. 2 that changed the time frame to June 1, 2020 through February 29, 2024, with an expenditure of \$446,801.25, and

WHEREAS, this Ordinance approves Statement of Work #2 Amendment No. 3 for coverage through February 28, 2027, and authorizes an additional \$463,640.40 in funding to cover the additional timeframe.

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 Statement of Work No. 2 Amendment No. 3 and an additional expenditure in an amount not to exceed Four Hundred Sixty-Three Thousand Six Hundred and Forty Dollars and Forty Cents (\$463,640.40).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents concerning the additional funding and the amendment to the Statement of Work, on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to CGI, for the total maximum amount of Four Hundred Sixty-Three Thousand Six Hundred and Forty Dollars and Forty Cents (\$463,640.40) for the additional timeframe coverage of March 1, 2024 through February 28, 2027 from Account Nos. 101-200-JB-6246-1605 and 102-200-JB-7846-1605 is hereby authorized, approved, and directed. The total amount shall be split 60% from CWLP and 40% from the Corporate funds.

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

PASSED: _____, 2024

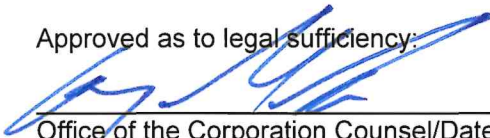
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher



STATEMENT OF WORK No. 2

Amendment Number 3

This Amendment Number 3 (“Amendment”) to Statement of Work Number 2 (“SOW 2”) is issued pursuant to the Master Services Agreement (“Agreement”) dated on or about August 30, 2015, between the City of Springfield, Illinois (“City”) and CGI Technologies and Solutions Inc. (“CGI”) is made as of March 1, 2024 (“Effective Date”).

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. Effective Date of this Statement of Work:

Section 1 of SOW 2 is deleted in its entirety and replaced with the following:

This Statement of Work is effective as of October 1, 2016 through February 28, 2027, unless terminated earlier in accordance with the Agreement or Section 7.A of this SOW 2.

2. Services to be Performed and Schedule of Performance:

Section 2 of SOW 2 is deleted in its entirety and replaced with the following:

The scope of the work will be limited to the following services to be performed with respect to the CGI Advantage Financial, Advantage HRM, and Advantage Business Integration software products provided by CGI pursuant to the Proprietary Software License Agreement dated September 21, 2007, as amended, and applicable to the City’s current Advantage 3.10.0.1 release:

1. Enhanced Maintenance Services (EMS) - Patch Set Services:

- Establish and maintain a copy of the City’s Advantage Financial, Advantage HRM, and Advantage Business Integration production code base and representative City data (sensitive data elements scrubbed by the City prior to transfer) at CGI facilities.
- Issue and resolution support for the City’s Advantage Financial, Advantage HRM, and Advantage Business Integration customizations.
- Ready-to-run City-specific code merges (Patch Sets) for City requested Advantage Financial, Advantage HRM, and Advantage Business Integration defect resolutions.
- Patch Set content documentation and Patch Set testing guidelines documentation.
- Patch Set Delivery – A total of four (4) Patch Sets per year for the next three (3) contract years (March 1, 2024 - February 28, 2027). Additional Patch Sets may be requested for critical issues.
 - Baseline Advantage Financial, Advantage HRM, and Advantage Business Integration/Maximo resolutions (limited to 25 per year) and Custom Advantage Financial, Advantage HRM, and Advantage Business Integration/Maximo resolutions (limited to 5 per year) will be included. The City and CGI will mutually agree in writing on which resolutions are considered custom.
 - Mandatory Patches will be included at no additional cost and may occur outside of the patch delivery schedule.
 - Additional resolutions (over the above limits) will be covered at rate of \$1,500 /



resolution. Incident resolutions do not cover technology compatibility releases for third-party products.

- Advantage Tax Releases for tax years 2024, 2025, and 2026.
- 2. Enhanced Maintenance Services (EMS) -Extended Phone Support Services:
 - EMS extended support hours for issue resolution are generally Monday through Friday, 24 hours per day, excluding major holidays observed by CGI, the list of which CGI will provide at the outset of each contract year.
 - This service will be in effect starting with the effective date of this SOW.
- 3. Enhanced Maintenance Services (EMS) - Discretionary Services
 - CGI will expend up to 40 hours per contract year to provide the City with functional and technical support services.
 - These discretionary hours are available to the City beginning with the effective date of the Agreement and do not rollover year over year. These Service hours will be performed remotely and are not to be used for upgrade activities.

3. **Deliverables and Schedule of Performance:**

Section 3 of SOW 2 will be amended as follows:

- The following will be added as Tentative Patch Delivery Dates (maximum of four (4) Patch Sets annually). Dates can be adjusted based on the City's business needs and per the project schedule:
 - Patch Set 34 – April 2024
 - Patch Set 35 – July 2024
 - Patch Set 36 – October 2024
 - Patch Set 37 – January 2025
 - Patch Set 38 – April 2025
 - Patch Set 39 – July 2025
 - Patch Set 40 – October 2025
 - Patch Set 41 – January 2026
 - Patch Set 42 – April 2026
 - Patch Set 43 – July 2026
 - Patch Set 44 – October 2026
 - Patch Set 45 – January 2027
- The following will be added to the Tentative Tax Year Release Dates bullet:
 - 2024 Tax Year release available in the last quarter of calendar year 2024
 - 2025 Tax Year release available in the last quarter of calendar year 2025
 - 2026 Tax Year release available in the last quarter of calendar year 2026

4. Compensation:

Section 4 of SOW 2 is appended with the following:

A. EMS and Discretionary Services fees shall be payable based on the following schedule:

Term	Fee
March 1, 2024 - February 28, 2025	\$140,072.63
March 1, 2025 - February 28, 2026	\$154,079.89
March 1, 2026 - February 28, 2027	\$169,487.88

B. Payment Terms:

CGI will invoice upon signature for March 1, 2024 – February 28, 2025 term and thereafter on March 1 of each year for the annual amount specified above. Each invoice will be in the amount specified above. Payment is due within thirty (30) days of invoice date. Otherwise, the payment terms of the Agreement apply.

5. Statement of Work Request Managers:

The Statement of Work Managers are amended as follows:

City	CGI
Elaine S Urekar	Andrew Miller
Elaine.Urekar@cwlp.com	andrew.miller@cgi.com
217-789-2044 (2815)	(703)599 6760

6. Resources and Responsibilities of City:

No Change.

7. Other Provisions:

Section 7 is deleted in its entirety and replaced as follows:

- A. EMS is only effective as long as the City remains current on standard CGI Advantage Maintenance as defined in the Proprietary Software License Agreement dated September 21, 2007, as amended, between the Parties.
- B. Acceptance Criteria: Patch Sets will be Accepted at the earlier of 45 days from delivery of the Patch Set or confirmation by the City that the defects listed as included in the Patch Set are confirmed resolved.
- C. The City may terminate this agreement for convenience at any time upon thirty (30) days' prior written notice to CGI. If Customer has not paid the maintenance fee for the then current Maintenance Period in full, the City must pay to CGI the remaining balance of such maintenance fee prior to the termination of this agreement.
- D. Limited Warranties and Remedies for Breach of Warranty/Software Deliverables Produced on a Fixed Price Basis does not apply to CGI's performance under this SOW.

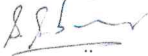


ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)

City of Springfield (City)

By: 

By: 

Name: Subramanyam Surabhi

Name:

Title: Sr. Vice President Government Solutions

Title:

Date: May 24, 2024

Date:

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 06/18/24

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 463,640.40 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Additional Funding

ACCOUNTING INFORMATION: Account Nos. 101-200-JB-6246-1605, 102-200-JB-7846-1605

PRIOR ORDINANCE INFORMATION: 650-09-07, 542-11-09, 254-07-10, 218-06-11, 190-06-13, 408-11-13, 314-09-15, 365-11-15, 376-07-16, 471-12-16, 516-12-17, and 003-01-19

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: CGI Technologies and Solutions, Inc.

CONTRACT AMOUNT: \$ 463,640.40

CONTRACT TERM: through Feb. 28, 2027

TYPE OF AWARD: Additional Funding

CHANGE IN SCOPE ___ Y X N CHANGE ORDER # ___ ADDT'L AMOUNT \$ _____

STAFF ANALYSIS: (This includes a description of work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance is to renew and extend the CGI enhanced maintenance services with CGI Technologies and Solutions, Inc. ("CGI") through February 28, 2027, with additional funding in an amount not to exceed \$463,640.40.

Ordinance 276-07-16 authorized Statement of Work #2 ("SOW #2") and established the time frame of 10/1/16 to 4/30/19; Ordinance 471-12-16 amended SOW #2 with Amendment No. 1 that changed the time frame from 6/1/17 to 5/31/20. Ordinance 003-01-19 amended SOW #2 with Amendment No. 2 that changed the time frame from 06/01/20 to 2/29/24.

This Ordinance is asking for approval of Amendment No. 2 to SOW No. 3 with new coverage dates from 3/1/24 through 2/28/27 with an additional \$463,640.40 in funding.

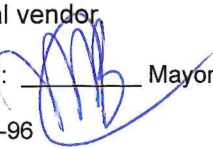
The purchase of CGI-enhanced maintenance services provides customized and pre-tested patches specific to the City's ERP Financial, HRM systems, and Tax components. This will also provide for extended phone support hours and 40 hours of remote discretionary services as needed. This purchase will be in the customary 60/40 split between the Utility and City Corporate entities.

This is a multi-year agreement:

a) Year 6	3/1/24 – 2/28/25	\$140,072.63
b) Year 7	3/1/25 – 2/28/26	\$154,079.89
c) Year 8	3/1/26 – 2/28/27	\$169,487.88

Grand total \$463,640.40

CGI is the owner of this software & the only vendor from which we can purchase support for the existing system. CGI is not a local vendor.

SIGN OFF:  Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

2024-235

AN ORDINANCE APPROVING PAYMENT TO TROXELL & COMPANY IN AN
AMOUNT NOT TO EXCEED \$4,600,000.00 FOR A PROPERTY INSURANCE POLICY
FOR 40 CITY OF SPRINGFIELD PROPERTIES FOR A ONE-YEAR TERM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes payment in the amount up to of \$4,600,000.00 to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term, and

WHEREAS, said policy includes coverage for buildings, the Dallman Power Plant Unit No. 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam and Saddle Dam, and

WHEREAS, under Federal Terrorism Risk Insurance Act, as amended, the Office of Public Utilities now has the right to purchase insurance coverage for losses arising out of an act of terrorism, and

WHEREAS, this policy includes loss, damage, cost, or expense, arising directly or indirectly as a result of a certified act of terrorism, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the City 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 authorizes payment up to the amount of Four Million Six Hundred Thousand Dollars and No Cents (\$4,600,000.00) to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the necessary documents with regard to said insurance premium payments 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 Troxell & Company for the total maximum amount up to Four Million Six Hundred Thousand Dollars and No Cents (\$4,600,000.00) from Account Nos. 101-200-J-6280-1225 and 102-200-J-7883-1225 are hereby authorized, approved, and directed.

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

PASSED: _____, 2024

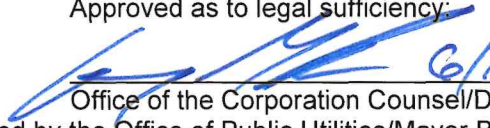
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 6/12/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher



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

MEMORANDUM

TO: Doug Brown
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: June 6, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet and supplemental information to Troxell & Company to provide property insurance coverage for a one-year term for the City of Springfield, Office of Public Utilities in an amount not to exceed \$4,600,000.00.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

ORDINANCE FACT SHEET

AGENDA NUMBER: _____

DATE OF 1ST READING: 06-18-24

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 4,600,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: Account Nos. 101-200-J-6280-1225 and 102-200-J-7883-1225

PRIOR ORDINANCE: 2023: Ordinance 299-07-23, 39 properties, Troxell, \$4,600,000.00

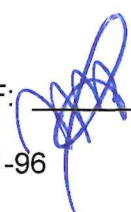
VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Troxell & Company CONTRACT AMOUNT: \$ 4,600,000.00
(Original Amount if Change Order)

CONTRACT TERM: One Year TYPE OF AWARD: Professional Services

STAFF ANALYSIS: (This includes a description of work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance authorizes payment in an amount up to \$4,600,000.00 for one year to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities. The policy includes coverage for buildings, the Dallman Power Plant Unit 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam, and Saddle Dam.

SIGN OFF:  Mayor's Office OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING AND AUTHORIZING A FLYASH PURCHASE
AGREEMENT WITH HOWARD CONCRETE PUMPING CO., INC. FOR PURCHASE,
REMOVAL AND BENEFICIAL USE OF FLYASH FOR A ONE-YEAR TERM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes a Flyash Purchase Agreement with Howard Concrete Pumping Co., Inc. ("Howard Concrete"), for the purchase, removal, and beneficial use of conditioned wet flyash from the Dallman Ash Ponds in an amount not to exceed 6,000 tons and for the purchase, removal, and beneficial use of conditioned flyash generated by Dallman 4, when available, and

WHEREAS, per this agreement, Howard Concrete will secure all necessary permits for its intended use of the flyash, shall comply with all such permits, laws, and regulations, will pay \$8.00 per ton, and provide for the trucking of the flyash, and

WHEREAS, currently the Office of Public Utilities has an agreement with Ozinga Cement, Inc. per Proposal No. UE18-12 for the purchase, removal, and beneficial use of flyash generated by Dallman 4 for \$8.00 per ton. Occasionally the Unit 4 flyash exceeds the LOI requirements per the Ozinga contract, and

WHEREAS, Howard Concrete will be able to utilize these materials for their grouting mix, and

WHEREAS, the Purchase Agreement document with Howard Concrete 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. The Council of the City of Springfield, Illinois, hereby approves and accepts the Flyash Purchase Agreement, a copy of which shall be on file in the Office of the City Clerk, with Howard Concrete for the purchase, removal, and beneficial use of flyash for a one-year term for the City of Springfield Office of Public Utilities.

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

Section 3. The deposit of revenue received pursuant to this contract into Revenue Account No. 102-100-7702-CW62 by the Office of Budget and Management is hereby authorized, directed, and approved.

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

PASSED: _____, 2024

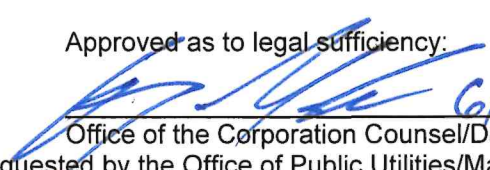
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 6/12/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

FLYASH AGREEMENT

THIS FLYASH AGREEMENT ("Agreement"), made, entered into and effective as of the ___ day of _____, 20___ (the "Effective Date") by and between the City of Springfield, Illinois on behalf of City Water Light & Power ("City"), with offices in the Municipal Building at Seventh and Monroe Streets, Springfield, Illinois 62757 and Howard Concrete Pumping Co., Inc. ("Howard"), 2327 Hill Church Houston Road, Canonsburg, PA 15317.

RECITALS

WHEREAS, City operates Generating Facilities (the "Facilities") at its Springfield, Illinois Dallman plant generating facilities; and

WHEREAS, Howard desires to utilize certain byproducts, namely flyash (the "Flyash," as further defined in Section 4 of this Agreement) from the Facilities in accordance with the terms and conditions stated herein; and

WHEREAS, Howard agrees to use the Flyash from the Facilities in accordance with the terms and conditions of this Agreement, specifically for "Mine Grouting For Construct New ATCT Facility" at the Peoria International Airport in Peoria, IL ("Exhibit A"); and

WHEREAS, Flyash from the Dallman Ash Pond will be the primary source of Flyash to be sold. Flyash from Dallman Unit 4 will be supplied if it is available.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

SECTION 1. TERM

This Agreement shall commence on July 10, 2024 (or earlier as signed and executed by both parties), and shall end on June 30, 2025, (the "Term"), unless earlier terminated as provided herein.

SECTION 2. SOURCE

The Flyash to be supplied under this Agreement shall be from the Facilities and meeting the other specifications set forth in Section 4.

SECTION 3. QUANTITY

A. Howard may remove Flyash from the Facilities in an amount not to exceed 6,000 tons. An agreed shipping schedule shall be established by City and Howard. City and Howard agree to

discuss the shipping schedule weekly (as required) and adjust the schedule of the Flyash delivery based on the City's units' performance; provided, however, that any such adjustments shall not modify the obligations set forth in this Section. Shipment schedules shall be subject to modification due to vacation and holiday schedules of Howard and the Facilities.

B. Title to the Flyash shall pass from City to Howard at the Facilities. Howard shall secure all necessary permits for its intended use of the Flyash, and shall comply with all such permits, laws and regulations.

C. Upon the loading of 6,000 tons of Flyash, an additional quantity can be sold to Howard under the same terms herein, if it is agreeable to both parties. The requirements of Section 20 shall be used to initiate negotiations of additional tonnage. Any additional quantity shall be carried out as Addendum to this Agreement.

SECTION 4. QUALITY

"Flyash" means that flyash byproduct generated from City's burning of the Coal in the Facilities. All Flyash must also meet the following specifications: (a) Flyash shall be only and exclusively delivered from the combustion of coal, under the operating conditions required by City's generators, (b) Flyash shall be substantially free of impurities such as dirt, mud and rock, wood, tramp metal and other debris or extraneous material, (c) Flyash from the Dallman Ash Pond shall have a moisture content no greater than 25%, (d) Flyash from the Unit 4 Flyash Silo shall be conditioned and (e) Flyash from the Unit 4 Flyash Silo shall not have an LOI greater than 12%.

SECTION 5. PRICE

The price to be paid by Howard to City shall be \$8.00 per ton. This \$8.00 price includes loading of Flyash onto trucks provided by Howard.

SECTION 6. WEIGHTS

The weights of trucks loaded at the Dallman Ash Pond will be determined by the scale of the endloader loading the flyash. The weights of the trucks loaded at the Unit 4 Flyash Silo will be obtained using the truck scale just east of the silo. At any time, Howard can use the truck scale to verify the weights of the trucks loaded at the Dallman Ash Pond. Howard also retains the right to use a scale at an offsite location. Tickets at both locations shall be handwritten, with City receiving the original and Howard receiving the carbon copy. Any discrepancies that cannot be resolved between City and Howard shall be resolved by a third party scale. Any costs incurred with the third party scale shall be the responsibility of the party in error.

SECTION 7. BILLING TERMS AND CONDITIONS

City shall bill Howard monthly. Payment shall be made within 30 days of receipt,

SECTION 8. FORCE MAJEURE

A. The term "force majeure" as used herein shall mean causes beyond the reasonable control and without the fault or negligence of the party failing to perform. Such causes shall include but not be limited to acts of God, acts of public authorities (including courts of competent jurisdiction), acts of the public enemy, insurrections, riots, labor disputes, boycotts, material shortages (except coal), fires, explosions, floods, unforeseen geologic conditions, breakdowns of or damage to City's plants or facilities, interruptions to transportation, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent the receiving, unloading, accepting, or utilizing of the Flyash by Howard. Documentation verifying a condition of force majeure shall be made available by the party invoking the provisions of this Section.

B. If, because of a verifiable condition of force majeure, either party is unable to carry out any of its obligations under this Agreement (except for obligation of either party to pay money in connection with the performance of this Agreement), that party shall promptly give written notice to the other party. The obligation of the party giving notice shall be suspended to the extent made necessary by said force majeure during its continuance. However, the party giving notice shall use commercially reasonable efforts to eliminate the force majeure as soon as reasonably practicable. Nothing herein shall obligate City or Howard to resolve or settle any labor dispute or strike. Any deficiencies in deliveries of the Flyash caused by a condition of force majeure shall not be made up except by mutual consent of the parties.

C. During a period in which Howard invokes a condition of force majeure, City in the absence of a mutual written agreement to make up deficient deliveries, may sell to others the Flyash otherwise designated for Howard. Likewise, during a period in which City invokes a condition of force majeure, Howard, in the absence of a mutual written agreement to make up deficient deliveries, may purchase Flyash from others for the Flyash otherwise to have been received from City.

D. If either party's performance hereunder is delayed or prevented due to one or more verifiable conditions of force majeure for more than sixty (60) consecutive days, the non-delayed party may terminate this Agreement effective immediately on written notice to the delayed party.

SECTION 9. HEADINGS AND RECITALS

The headings to the respective sections and paragraphs of this Agreement are inserted for convenience of reference and are neither to be taken to be any part of the provisions hereof nor to control or affect the meaning, construction or effect of the same. The recitals set forth at the beginning of this Agreement are hereby incorporated in and made a part of the Agreement. As

used in this Agreement, "herein" or "hereinafter" means "in this Agreement" and does not refer only to the section or subsection in which the term is used.

SECTION 10. WRITTEN INSTRUMENT CONTAINS ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties hereto in respect of the subject matter, and there are no other understandings or agreements between said parties, or either of them in respect thereof.

SECTION 11. EXECUTION OF COUNTERPARTS

This instrument may be executed in any number of counterparts, and all such counterparts shall constitute but one and the same instrument.

SECTION 12. CONSTRUCTION OF AGREEMENT

This instrument shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles. The parties agree that venue shall be proper in the state courts located in Sangamon County, Illinois or the federal courts located in Springfield, Illinois.

SECTION 13. REPRESENTATIONS

Howard and City each represent to the other that the person signing this Agreement on behalf of said party has the full right, power and authority to enter into this Agreement, to bind the company by the terms of this Agreement and that all necessary corporate action has been taken in connection therewith.

SECTION 14. AMENDMENTS

Except as otherwise provided herein, this Agreement may not be amended, supplemented, or otherwise modified except by written instrument signed by both parties hereto, which for the City shall require authorization by its City Council.

SECTION 15. CONFIDENTIALITY

Any information obtained in the course of performance pursuant to this Agreement, including but not limited to information relating to City's Facilities or Howard are considered to be confidential information. Confidential information shall not include information which is (a) part of the public domain other than as a result of disclosure by the party receiving such confidential information ("Receiving Party"); (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than the party who discloses such information ("Disclosing Party"), provided that, to Receiving Party's knowledge, such source is not prohibited from disclosing such information by a contractual, legal, or other obligation; (c) was known by

Receiving Party on a non-confidential basis prior to disclosure of the same by Disclosing Party; or (d) can be shown by Receiving Party to have been independently developed by its Representatives without use of the confidential information.

Neither party shall disclose any such confidential information to any third party (other than accountants, auditors, attorneys and advisors of such party) except where such disclosure may be required by law, is necessary to obtain financing, or is needed to assert a claim or defense in judicial, arbitration or administrative proceedings involving the parties hereto or their affiliates, in which event the party required to make the disclosure will cooperate to the extent practicable to minimize the disclosure of such information.

The provisions of this Section 15, shall survive the termination of this Agreement for a period of three (3) years, except that with respect to trade secrets, this provision shall not terminate.

SECTION 16. SEVERABILITY

If any provision of this Agreement is found contrary to law or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS

City and Howard shall comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

SECTION 18. USAGE

Flyash that is provided shall be for the express beneficial reuse in grouting activities for "Mine Grouting For Construct New ATCT Facility" at Peoria International Airport in Peoria, IL. Excerpts for the Mine Grouting mix specifications are included herein as Appendix A.

SECTION 19. SURVIVAL

The terms and provisions of this Agreement regarding payment, indemnity shall survive the termination of this Agreement for any reason. The terms and provisions of this Agreement regarding, records and confidentiality shall survive the termination of this Agreement for any reason for a period of three (3) years.

SECTION 20. NOTICES

All notices which are required or permitted to be given under this Agreement shall be in writing and shall be delivered by either (a) United States registered or certified mail, return receipt requested, or (b) overnight commercial package courier or local delivery service, (c) via email,

read receipt requested, or (d) personal delivery, in all events prepaid, addressed to the respective parties at the respective addresses set forth below:

If Notice is to City: City of Springfield, Illinois
on behalf of its Office of Public Utilities
Electric Generation Department
3100 Stevenson Drive
Springfield, IL 62703
Attn: Fuel Manager
Bill.Antonacci@cwlp.com

With a copy to: City of Springfield
Municipal Center East
800 East Monroe
Springfield, IL 62701
Attn: Corporation Counsel

If Notice is to Howard:
Howard Concrete Pumping Co., Inc.
2327 Hill Church Houston Road
Canonsburg, PA 15317.
Attn: Arik Wray
Away@howardconcretepumping.com

or to such other person or other address as either party shall hereafter designate in writing.

Notices shall be effective upon receipt (which may be evidenced by the return receipt in the event of registered or certified mail delivery).

SECTION 21. RELATIONSHIP OF THE PARTIES

The relationship hereby established between City and Howard is solely that of independent contractors, and this Agreement shall not create an agency, partnership, joint venture, or employer/employee relationship between the parties, and nothing hereunder shall be deemed to authorize either party to act for, represent, or bind the other, or any of its affiliates, except as expressly provided for in this Agreement.

SECTION 22. INDEMNITY

Howard shall indemnify, defend and hold City, its successors and assigns, and the officers, directors, employees and agents of each of the foregoing (collectively "City's Indemnified Persons") harmless against any and all claims, demands, judgments, administrative actions,

enforcement actions and lawsuits against City's Indemnified Persons alleging environmental pollution, contamination, damage to property, personal injury or death and/or violation of any environmental, health or safety law, regulation, permit, order, decree or agreement resulting from, or attributable to, the composition, transportation, handling, management, use or disposal of any Flyash transferred to Howard under this Agreement. This indemnity becomes effective upon the actual transfer of flyash and activities thereafter. It is not effective to any liabilities that the city's indemnified persons might be liable for actions prior to said transfer.

IN WITNESS WHEREOF, the parties hereto have caused this Flyash Agreement to be executed as of the date first above written.

CITY OF SPRINGFIELD, ILLINOIS ON BEHALF OF CITY WATER LIGHT & POWER

BY: _____

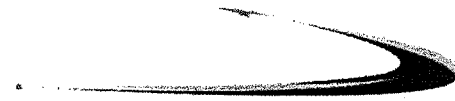
TITLE: _____

HOWARD CONCRETE PUMPING, CO., INC.

BY: Arik Way

TITLE: Project Manager

Exhibit A



**GENERAL WAYNE A. DOWNING
PEORIA INTERNATIONAL AIRPORT**

**PROJECT MANUAL – VOLUME 2
TECHNICAL SPECIFICATIONS**

FOR

**MINE GROUTING
FOR
CONSTRUCT NEW ATCT FACILITY**

AT

**GENERAL WAYNE A. DOWNING
PEORIA INTERNATIONAL AIRPORT
PEORIA, ILLINOIS**

FEBRUARY 5, 2024

VOLUME 2 OF 2

Engineer:

**MARINO ENGINEERING ASSOCIATES, INC.
Advanced Geotechnical & Subsidence Engineering
1370 McCausland Ave.
St. Louis, MO 63117**

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PART 2
 PART 2
 PART 3 - #2 + 3
 PLANS #1-6

[Handwritten Signature]
 EXP. 11/30/25

minimize additional mine-roof collapse. For coal holes, drilling may be terminated in the coal seam as determined by the Engineer.

- 4.6 In the drilling of an injection hole, the driller shall re-drill the mine or stoped interval until clear, and sufficiently into the floor for settlement of drill cuttings. This will minimize the presence of hole obstructions during the insertion of the injection pipe.
- 4.7 When necessary and determined by the Engineer, obstructions encountered while inserting the injection pipe may be removed by re-drilling. Re-drill cost will be determined based on the drill standby time from the start to the end of the re-drilling operation as determined by the Engineer.
- 4.8 The Contractor shall keep accurate logs of boreholes drilled. A legible, handwritten copy of the borehole logs shall be presented to the Engineer immediately after finishing any borehole. Typewritten borehole logs shall be presented to the Engineer at the end of each week during which drilling has taken place. Boring logs shall include (but not limited to) the following: hole locations showing the X and Y coordinates, ground surface elevation, amount of surface casing installed, depth to rock, sizes and depths of voids or broken zones encountered, specific locations of loss or partial return of circulation, drilled rock strata including thickness and depth of coal seams, soft (e.g., claystone) and hard (e.g., limestone or sandstone) layers, depth to top of mine void, mine void height, rubble intervals, depth to mine floor, etc. It is expected that the driller will be sufficiently competent to determine and measure depths of features of interest to the nearest 0.1 ft.
- 4.9 The driller shall have the on-site capability to perform 3-in diameter rock coring with a split barrel at the request of the Engineer to continuously sample the grouted or mined interval, as well as the rock overburden or the immediate roof or floor.
- 4.10 If water rotary methods are used, a circulation tub will be required when drilling to avoid return water flowing across the pavement and creating a hazard. When circulating the return water, the driller is cautioned in using a rig equipped with a piston pump in lieu of a Moyno pump for the possibility of fine sediments clogging piston chambers.
- 4.11 For the case of mine gases encountered during drilling, please refer to Section 7.0.

5.0 MINE GROUTING

5.1 Grout Mix Specifications

The Contractor shall submit a grout mix design that meets the grout mix specifications specified in this section. The Contractor may submit mix designs that have been used and tested previously by the Contractor to be used in this project to be approved by the Engineer.

A. Intended Properties:

- 1. All grout mixes shall have aggregate with an appropriate gradation and have adequate stability under pressure in order to maintain flowability and pumpability through the injection system with nominal bleed as specified herein. Grout mixes shall also have sufficient inherent cohesion to prevent segregation of the grout from flowing vertically to horizontally.

2. The Infill grout mix shall be designed and uniformly mixed to penetrate and compact coarse gravel-sized cave materials to larger voids for a distance of at least 75 ft radially from the point of injection.

B. Mix Specifications:

1. Constituents of the grout mixes may contain cement, lime, sand, fly ash (Type F), bentonite, and other materials. Proposed grout mixes shall be environmentally sound and shall pass all applicable state EPA.
2. The water used in the grout shall be fresh, clean, and free from injurious amounts of sewage, oil, acid, alkali, salts, or organic matter.
3. There shall have no deleterious materials in the grout mix.
4. Any detrimental effect that sulfates in the mine water may have on a proposed grout mix shall be evaluated and resolved by the Contractor.
5. Grout mixes submitted by the Contractor for use on this project shall be stable and flowable under up to 400 psi injection pressure. The other mix properties are given below.

Super A Mix

Nominal In Place Strength: 200 psi (28 days)

Max. Efflux Rate: 15 sec (maintained for at least 30 minutes under continuous agitation)

No more than 2% shrinkage (including bleed)

A Mix

Nominal In Place Strength: 200 psi (28 days)

Max. Efflux Rate: 30 sec (maintained for at least 30 minutes under continuous agitation)

No more than 2% shrinkage (including bleed)

B Mix

Nominal In Place Strength: 200 psi (28 days)

Slump Range: 8 - 10 inch (with no more than 1 inch reduction in 30 minutes under continuous agitation)

No more than 1% shrinkage (including bleed)

C Mix

Nominal In Place Strength: 200 psi (28 days)

Slump Range: 5 - 7 inch (with no more than 1 inch reduction in 30 minutes under continuous agitation)

No more than 1% shrinkage (including bleed)

Grout mixes shall be sufficiently flexible so that they can be adjusted during injection with the noted slump or flowability range by the addition of subtraction of mix constituents and through the use of an additive(s).

6. If specified, in addition to testing the design mixes to demonstrate that they meet the grout specifications, the same tests shall be done with ASTM C 494 Type D (water reducer and retarder) admixture at manufacturer's recommended application rate. The efflux rate or slump shall be determined and simultaneously tested against a control mix (without additive) for direct comparison. The mixes shall be agitated every 15 min

until steady state viscosity is achieved and shall be tested 30 min, 1 hr, 2 hrs, and 4 hrs for all mixes

7. Efflux rates are to be determined using ASTM C 938 and ASTM C 939. Slump measurements shall be done using ASTM C 143. All lab tests shall be done by an independent qualified laboratory and using the same materials the Contractor plans to use on site. Furthermore, the Contractor shall determine based on the laboratory tests the 28-day compressive strength for each of the mixes to be used on the project with and without Type D admixture at the amounts recommended in writing by the manufacturer if specified. However, the dosage shall not be less than the averaged recorded dosage range provided in the additive data sheet by the manufacturer. The density of all test grout samples shall also be reported. The independent qualified laboratory shall certify that all the required design mix properties for each grout mix have been met. It should be noted that in order to expedite the work the Contractor can submit grout mix results with less than 28-day strengths as long as 200 psi strength for the grout used has been achieved for the test date.
8. The Contractor shall perform a sufficient number of tests (with at least 3 strength samples of each mix) to confidently guarantee that the grout specifications required herein will be met in the field. If Type D admixture is used, 3 samples from each mix with that additive is also required.
9. All lab test costs required to meet the specifications given herein shall be incorporated in the contract price.
10. If any of the proposed grout mixes by the Contractor are changed in any way from those submitted by the Contractor to meet any specification given herein, it shall be done at no extra expense to the Owner and will be subject to the mix design criteria herein and approval by the Engineer.
11. The Engineer may require alterations to the mix design. Resultant adjustments to the contract cost for the grout will be negotiated with the Contractor based on labor and materials costs and subject to approval by the Owner.

C. Mix Submittals:

1. Specific grout mixes to be considered shall be provided along with the necessary supporting data in any mix submittal. This supporting data shall include design strength, flowability, density, and other characteristics as specified herein.
2. The grout tested in the lab shall be similarly mixed as it would be in the field. All the submitted mix results shall be certified by an independent testing company.
3. All ingredients with the proportional amounts of the intended grout mixes as well as with the required lab test results as defined above shall be part of the grout design submittal to the Engineer for review and acceptance before grout can be injected at the site. The Contractor should allow a one-week review period prior to acceptance or rejection by the Engineer. Any proposed mix that does not meet the required criteria shall be modified by the Contractor until specifications are met at no cost to the Owner.

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 06-18-24

ORDINANCE REQUEST NUMBER: GFO-0370

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: Revenue \$48,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Fly Ash Purchase Agreement

ACCOUNTING INFORMATION: Revenue Account 102-100-7702-CW62

PRIOR ORDINANCE INFORMATION: n/a

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Howard Concrete Pumping Co., Inc. CONTRACT AMOUNT: \$ (48,000.00)
(Original Amount if Change Order)

CONTRACT TERM: 1 yr. (7/10/24 – 6/30/25) TYPE OF AWARD: -

CHANGE IN SCOPE ___ Y ___ N CHANGE ORDER # ADDT'L AMOUNT \$ 0.00

STAFF ANALYSIS: (This includes a description of work, background on the issue, and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

Flyash is a by-product resulting from the production of electricity by coal-fired power plants.

Howard Concrete Pumping Co., Inc. ("Howard Concrete") would like to purchase flyash from the Office of Public Utilities for their use in a grouting mix specified per a contract at the Peoria International Airport. Howard Concrete is requesting 6,000 tons of conditioned wet flyash from the Dallman Ash Ponds for \$8.00 per ton. They would also like to purchase conditioned flyash generated by Dallman 4, also for \$8.00 per ton. Currently, all of the Unit 4 flyash is contracted to Ozinga Cement for use in their ready-mix plants. Occasionally, the Unit 4 flyash exceeds the Loss on Ignition ("LOI") requirements per the Ozinga contract. (The LOI is a measurement of the amount of unburned carbon remaining in flyash, which is a critical characteristic for its use in concrete.) Howard Concrete will be able to utilize that Ozinga cannot use.

Howard Concrete will secure all necessary permits for its intended use of the flyash, shall comply with all such permits, laws, and regulations. The flyash will be loaded onto trucks provided by Howard Concrete using CWLP equipment and manpower.

SIGN OFF: [Signature] Mayor's Office - OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

2024-237

**AN ORDINANCE APPOINTING AMY WASHINGTON TO THE DEFERRED
COMPENSATION COMMITTEE**

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

WHEREAS, pursuant to Chapter 37, Section 37.50 of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Deferred Compensation Committee; and

WHEREAS, Mayor Misty Buscher desires to appoint Amy Washington as a non-collective bargaining unit employee to the Deferred Compensation Committee.

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

Section 1: That the City Council hereby approves the appointment of Amy Washington as a non-collective bargaining unit employee representative to the Deferred Compensation Committee.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6/12/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 6/18/24

OFFICE REQUESTING: MAYOR BUSCHER

CONTACT PERSON MIKE DISCO

PHONE NUMBER: 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 AMY WASHINGTON TO THE DEFERRED COMPENSATION COMMITTEE.

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

CONTRACTOR / VENDOR NAI _____

VENDOR NO: _____

CONTRACT TERM _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

PURSUANT TO CHAPTER. 37, ARTICLE VI, SEC. 37.50 OF THE 1988 CITY CODE OF ORDINANCES, THIS ORDINANCE IS TO APPOINT AMY WASHINGTON, TO THE DEFERRED COMPENSATION COMMITTEE. SHE WILL BE FULFILLING THE AFSCME BARGAINING UNIT EMPLOYEE POSITION PER CODE. EXPIRATION WILL BE AT WILL OF MAYOR. 1ST APPT.

SIGN OFF: _____

Springfield

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE APPROVING A FOUR-WAY STOP INTERSECTION AT
MAGGIE DRIVE AND LONGFELLOW DRIVE**

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, stop signs currently exist for north and southbound traffic on Maggie Drive where it intersects with Longfellow Drive; and

WHEREAS, residents in the area have expressed concern about the speed of traffic at said intersection and desire to have additional stop signs to create a four-way stop intersection; and

WHEREAS, the City's Traffic Engineer believes this intersection does not currently meet the engineering requirements for a four-way stop; and

WHEREAS, the City desires to move forward with a four-way stop intersection.

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

Section 1: That the City Council hereby authorizes the Office of Public Works to place additional stop signs at the intersection of Maggie Drive and Longfellow Drive to create a four-way stop intersection.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

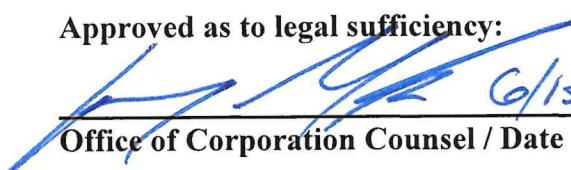
Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderman Donelan

 **Office of Corporation Counsel / Date**
6/13/24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

6/18/2024

OFFICE REQUESTING: Alderman DonelanCONTACT PERSON: T.J. Heavisides

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Stop Sign

FISCAL IMPACT: \$ _____

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING A FOUR-WAY STOP INTERSECTION AT MAGGIE DRIVE
AND LONGFELLOW DRIVE

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval attached? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Residents in the area have expressed concern about the speed of traffic at the intersection and desire to have additional stop signs placed on Longfellow Drive to create a four-way stop intersection.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES
AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, DISTRICT NO. 9, AFL-CIO, FROM OCTOBER 1,
2023 THROUGH SEPTEMBER 30, 2026 FOR CHEMISTS, 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 City of Springfield has been negotiating over the past several months with the International Association of Machinists and Aerospace Workers, District No. 9, regarding a collective bargaining agreement for certain employees of the Office of Public Utilities; and

WHEREAS, the International Association of Machinists and Aerospace Workers, District No. 9, have agreed to terms of a tentative collective bargaining contract effective October 1, 2023, through September 30, 2026, as summarized on attached A; and

WHEREAS, a copy the Agreement shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the tentative collective bargaining agreement as summarized on attached Exhibit A with the International Association of Machinists and Aerospace Workers, District No. 9, effective October 1, 2023, through September 30, 2026. The Mayor and City Clerk are hereby authorized to execute said agreement, a copy of which shall be located in the Office of the City Clerk.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 6/13/24

Ex. A

CITY OF SPRINGFIELD AND DISTRICT NO. 9, I.A.M.A.W. (CWLP Chemists)

TENTATIVE AGREEMENTS

2-27-24

1. Cover Page/Article XXVIII Duration

Three (3) year agreement.

2. Article IV Hours of Work and Overtime

Section 1. Hours of Work

Section 1a-Generation Department

Status Quo, except eliminate reference to water department.

Section 1b – Water Department

Seven and one half (7.5) hours shall constitute the regular workday and five (5) workdays (within the Sunday through Saturday workweek) shall constitute a regular work week. The regular work schedule for the chemist(s) in the water department will be Monday through Friday 7:00 am to 3:30 pm with a one (1) hour unpaid lunch break. There will be a fifteen (15) minute break period in the morning and afternoon. These breaks are to be taken in an approved break area in the facility where the employee(s) is/are working.

Any change in the regular hours of work must be negotiated by the parties.

Section 4-

Section 4a- Generation Department

Status Quo

Section 4b- Water Department

If there is more than one bargaining unit employee assigned to the Water Department, overtime shall be treated as outlined in Section 4a above. If only one bargaining unit employee is assigned to the Water Department, the Chemist shall first be offered the overtime. If the overtime is initially declined by the chemist, the overtime shall be offered to the other qualified non-bargaining unit employees in the Water Department. These employees must possess the required certifications. If they decline the overtime, the bargaining unit chemist must work the overtime.

3. Article VI Wages

Section 2.

Increase starting salaries, effective upon signing to:

Chemist 1 – \$25

Chemist 2- \$29

Chemist 3- \$32

- Eliminate Assistant Chemist and requirement to work in it for 2 years to advance and eliminate years of service requirement to be promoted to Chemist 2 and Chemist 3.
- Add: After one year as a Chemist in the bargaining unit, at the discretion of the City, an employee may be promoted to the Water Quality Supervisor position (The remainder of the language remains the same.)
- Add language that states that: The Employer reserves the right to determine at which Chemist level an employee will be hired and when an employee will be promoted.

Section 3. Annual Wage Increases

October 1, 2023- 2.25% (retro for employees still employed on effective date of Agreement).

October 1, 2024-2.5%

October 1, 2025-2.5%

4. Leaves of Absence

Section 7. New Employee Orientation

The Union Chairperson for the applicable bargaining unit shall be provided up to thirty (30) minutes for each new hire during the new hire orientation process conducted by CWLP.

5. Article VII Vacation and Benefits

Add waiver related to provisions of the Paid Leave for All Workers Act under 820 ILCS 192/15(n).

6. Article X Holidays (pg. 10)

Add Juneteenth to the list of holidays celebrated but rejects adding every holiday adopted by the City in the future.

7. Article XXI Job Duties

See proposed revisions attached.

8. Article XXVII Residency (pg. 17)

Add me-too language from the Fireman & Oilers contract. MOA on RESIDENCY moratorium signed.

9. **MOU on Promotion to Chemist 3**— In recognition of the responsibilities and job duties performed, and in consideration of the removal of language in the contract that previously precluded promotion in spite of the job duties and responsibilities, the Chemist 2 in the water department will be moved to a Chemist 3 effective upon signing.

10. MOA on Work Schedule for Generation

Trial Period of Work Schedule effective upon signing of agreement:

1. Notwithstanding the current contract language on work schedule, the following shall apply:

a. With 3 employees assigned to Generation, the work schedule shall be a rotating schedule (see attached) with 3.75 hours on weekends (Saturday afternoon or Sunday morning) as part of the regular schedule. Pay for hours worked on the weekend as part of the regular schedule, over and above 1 weekend per month for any employee (excluding trade time) shall include an extra half-time for the 3.75 hours.

Or

b. With 2 employees assigned to Generation, 37.5 hours per week Monday through Friday plus 3.75 hours on weekends (Saturday afternoon or Sunday morning). Pay for weekend work (3.75 hours) at time and one-half for hours over and above 37.5 hours per week.

The current two Chemist 3s in Generation will be paid an extra .50 per hour during any period when only 2 employees are assigned to Generation.

2. Either party may terminate this Agreement with ___ days' notice to allow for an opportunity to reach an agreement on a new schedule. If the parties fail to reach an agreement, the schedule reverts to the contractual work schedule.

New Baselines

Location	Name	Current Hourly Rate	New Hourly Rate	New Annual Salary @ 7.5hr	Cost to City in Year 1
Power	Angela Alewelt	\$36.75410	No Change		
Power	Stephanie Duff	\$36.73060	No Change		
Power	Vacant	\$26.00000	\$29.00	\$56,550.00	\$5,850.00
Water	Andrew James	\$26.45500	\$32.00	\$62,400.00	\$10,812.75

Chemist 2 to Chemist 3

Annual Cost Yr 1 \$16,662.75

2.25%, 2.5%, 2.5% Annual increases

Location	Name	Hourly Rate	Current Annual Salary	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate	2025 Annual Salary
Power	Angela Alewelt	\$36.75410	\$71,670.50	\$37.58	\$38.52	\$39.48	\$76,993.04
Power	Stephanie Duff	\$36.73060	\$71,624.67	\$37.56	\$38.50	\$39.46	\$76,943.81
Power	Vacant	\$29.00000	\$56,550.00	\$29.65	\$30.39	\$31.15	\$60,749.63
Water	Andrew James	\$32.00000	\$62,400.00	\$32.72	\$33.54	\$34.38	\$67,034.08

Note
hourly
rate of
Chem 3

Annual Cost \$5,900.52 \$12,604.16 \$19,475.39

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Human ResourcesCONTACT PERSON: Nicholas CorrellPHONE NUMBER: (217) 789-2446EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: _____

FISCAL IMPACT: Attached

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES AND DISTRICT NO. 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, FROM OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026 FOR CHEMISTS FOR THE OFFICE OF PUBLIC UTILITIES

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

See attached.

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: 10/1/2023 - 9/30/2026

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid☐ Other: _____Is Purchasing Agent approval required? No ☐ Yes ☐☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval attached? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

SIGN OFF: _____

Mayor's Signature: _____

(Director of CBM)

C:\Users\kchilders\AppData\Local\Microsoft\Windows\SharedContent\Outlook\K57M\15B\Fact sheet - Approval CBA IMAAW (Chemists) 10.1.2023 - 9.30.2026.xlsx Fact sheet - Approval CBA IMAAW (Chemists) 10.1.2023 - 9.30.2026.xlsx

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-240

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO CHAPTER 155, SECTION 155.302 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO TOTAL SQUARE FOOTAGE FOR TEMPORARY SIGNS IN SINGLE-FAMILY AND DUPLEX RESIDENTIAL DISTRICTS

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

WHEREAS, the City of Springfield desires to make certain text changes to section 155.302 of the 1988 City of Springfield Code of Ordinances, as amended, pertaining to total square footage for temporary signs in single-family and duplex residential districts; and

WHEREAS, said changes are further described on Exhibit "A" attached hereto.

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

Section 1: That the Mayor is hereby authorized to execute the attached Petition for certain text changes to Chapter 155 of the Springfield Zoning Code on behalf of the City Council of the City of Springfield.

Section 2: That the Springfield Planning and Zoning Commission is hereby requested to conduct a public hearing to consider the amendment proposed in the attached petition, and to submit recommendations regarding the propriety of such amendment to the Springfield City Council.

Section 3: That the City Clerk is directed to furnish copies of this Resolution and attached Petition to the Zoning Administrator pursuant to §155.222, Application for Amendment, of the Springfield Zoning Ordinance of the Code of the City of Springfield.

Section 4: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by:
Alderman Donelan

 6/13/24
Office of Corporation Counsel / Date

**BEFORE THE
PLANNING AND ZONING COMMISSION
CITY OF SPRINGFIELD**

IN THE MATTER OF THE PETITION OF:	)
CITY OF SPRINGFIELD, ILLINOIS,	)
A MUNICIPAL CORPORATION	)
	)
	)
PETITIONER	)
	)
	)
STATE OF ILLINOIS	)
	)
COUNTY OF SANGAMON	)

PETITION FOR AMENDMENT

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO CHAPTER 155, SECTION 155.302 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO TOTAL SQUARE FOOTAGE FOR TEMPORARY SIGNS IN SINGLE-FAMILY AND DUPLEX RESIDENTIAL DISTRICTS

COMES NOW Petitioner, the City of Springfield, Illinois, a Municipal Corporation, pursuant to Section 155.001 of the Springfield Zoning Ordinance, and respectfully petitions the Planning and Zoning Commission of the City of Springfield to conduct a public hearing and submit recommendations regarding the following text amendment to the Springfield City Council:

AMENDMENT TO CHAPTER 155, SECTION 155.302 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO TOTAL SQUARE FOOTAGE FOR TEMPORARY SIGNS IN SINGLE-FAMILY AND DUPLEX RESIDENTIAL DISTRICTS

The Petitioner desires to amend Chapter 155 of the Zoning Ordinance of the City of Springfield as follows:

(See attached Exhibit "A")

**RESPECTFULLY SUBMITTED
CITY OF SPRINGFIELD, ILLINOIS,
a Municipal Corporation**

EXHIBIT "A"

**AMENDMENT TO CHAPTER 155, SECTION 155.302 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO
TOTAL SQUARE FOOTAGE FOR TEMPORARY SIGNS IN SING**

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, it is necessary to amend the code to allow for Adult-Use Cannabis.

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

Section 1: That the City Council hereby amends 155.496-155.498 of the 1988 City of Springfield Code of Ordinances, as amended, pertaining to Cannabis Organizations modifying separation provisions and Variances of the 1988 Springfield City Code of Ordinances, as amended, as follows:

CHAPTER 155. – ZONING

(See Attached)

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by:
Alderman Donelan

Office of Corporation Counsel / Date

Exhibit A

§ 155.302. Special provisions for temporary signs.

...

(b) *General provisions for temporary signs in all zones.*

- (1) Temporary signs may be posted on property in all zones of the city, subject to the following requirements and those applicable provisions stated elsewhere in the City's Code of Ordinance.
- (2) The total square footage for temporary signs posted on a zoning lot shall not exceed:
 - a. ~~Twelve~~ Sixteen square feet in the single-family and duplex residential districts (R-1 and R-2);
 - b. Fifty square feet for permitted nonresidential uses in the single-family and duplex residential districts;
 - c. Fifty square feet in the multi-family and office districts (R-3, R-5 and OFF districts);
 - d. One hundred square feet in the commercial uses category (S-1, S-2, S-3 and B-1 districts);
 - e. Two hundred square feet in the business and industrial use category (B-2, I-1 and I-2 districts) in the aggregate. The total square footage of a sign is measured to include all of the visible display area of one side of the sign.

ORDINANCE FACT SHEET

DATE OF 1st READING: 6/18/24

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Corporation Counsel

PHONE NUMBER: 2177892397

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

FISCAL IMPACT: _____

SUGGESTED TITLE: A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO CHAPTER 155, SECTION 155.302 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS A

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

This Resolution will begin the process of changing the City's zoning requirements to allow for temporary signs up to sixteen square feet in single family and duplex residential districts.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

Date: _____

Date: 6/13/24

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2024-241

AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY IN THE AMOUNT OF \$40,000.00 FROM THE CONVENTION & VISITORS EXPENSE BUDGET LINE 2305 INTO THE CONVENTION & VISITORS EXPENSE BUDGET LINE 1209 TO ACCOMMODATE THE FY23 AND FY24 LEASE PAYMENTS FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

WHEREAS, the Springfield Convention & Visitors Bureau is requesting a transfer of appropriation authority in the amount of \$40,000.00 from the Convention & Visitors expense budget line 2305 into the Convention & Visitors budget line 1209 to accommodate the FY23 and FY24 lease payments.

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

Section 1: That the City Council hereby authorizes the transfer of appropriation authority from the Convention & Visitors expense budget line 2305 into the Convention & Visitors expense budget line 1209 to accommodate the FY23 and FY24 lease payments for the Springfield Convention & Visitors Bureau.

Section 2: That the Office of Budget and Management is hereby authorized and directed to effectuate this transfer as follows:

FROM ACCOUNT	AMOUNT
021-114-VIST-VIST-2305	\$40,000.00
TO ACCOUNT:	AMOUNT
021-114-VIST-VIST-1209	\$40,000.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 6/13/24

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: 6/18/2024

OFFICE REQUESTING: SCVB

CONTACT PERSON: Matt Johnson

PHONE NUMBER:

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Transfer

FISCAL IMPACT: None

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY FROM CONVENTION & VISITORS EXPENSE BUDGET LINE 2305 TO CONVENTION & VISITORS EXPENSE 1209 IN THE AMOUNT OF \$40,000.00 FOR THE CONVENTION & VISITORS BUREAU.

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☒ Other: Transfer OrdinanceIs 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)

Transfer From- Expense Line					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2305 \$40,000.00
2					
3					
4					

Transfer To- Expense Line					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	1209 \$40,000.00
2					
3					
4					

FUNDS CHECK BY: C. Heingel

Date: 05/31/2024

DIRECTOR / SUPERVISOR SIGNATURE

Date: 5.31.24

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize a transfer of appropriation authority from line 2305 originally budgeted for the visitors center renovations to line 1209 to accommodate the FY23 and FY24 lease payments for the visitors center.

SIGN OFF:

(Mayor's Signature)

(Director of CBM)

AN ORDINANCE APPROVING ENGAGEMENT LETTERS WITH ROBERT W. BAIRD & CO. AND THE BAKER GROUP LP TO ACT AS PLACEMENT AGENTS FOR THE ISSUANCE AND UNDERWRITING OF THE 2024 GENERAL OBLIGATION BONDS FOR THE CITY OF SPRINGFIELD

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

WHEREAS, the City of Springfield sought Request for Proposals (CS25-05) from qualified firms in April 2024 to provide investment banking services to establish a pool of firms to serve as underwriters for the issuance of City General Obligation bonds for the next five (5) years; and

WHEREAS, Robert W. Baird & Co. and The Baker Group LP have provided Engagement Letters offering their services as underwriters with 90% liability and 10% liability respectively for the above referenced bonds; and

WHEREAS, following evaluation by Stifel, Nicolaus & Co., the City's Financial Advisor Group, the City of Springfield recommends the selection of Robert W. Baird and The Baker Group to serve as the 2024 General Obligation Bond Underwriters, for the purposes set forth therein;

WHEREAS, it is in the best interest of the City to approve the engagement letters with Robert W. Baird & Co. and The Baker Group LP for their services as placement agents for the issuance and underwriting of the 2024 General Obligation Bonds.

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

Section 1: That the City Council hereby approves the engagement letters with Robert W. Baird & Co. and The Baker Group LP for their services as underwriters for the City of Springfield. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 2024 **SIGNED:** _____, 2024

RECORDED: _____, 2024 _____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 1C/13/24

SOURCES AND USES OF FUNDS

City of Springfield, Illinois
Series 2024 General Obligation Refunding and Improvement Bonds

Dated Date 09/03/2024
Delivery Date 09/03/2024

Sources:	2024 Fire House Portion	2024 Capital Equipment Portion	Refunding of Series 2014	Total
Bond Proceeds:				
Par Amount	9,390,000.00	4,745,000.00	11,320,000.00	25,455,000.00
Premium	693,931.85	297,736.45	533,303.10	1,524,971.40
	<u>10,083,931.85</u>	<u>5,042,736.45</u>	<u>11,853,303.10</u>	<u>26,979,971.40</u>
Other Sources of Funds:				
Funds on Hand for 12/1/2024 Payment			287,756.25	287,756.25
	<u>10,083,931.85</u>	<u>5,042,736.45</u>	<u>12,141,059.35</u>	<u>27,267,727.65</u>

Uses:	2024 Fire House Portion	2024 Capital Equipment Portion	Refunding of Series 2014	Total
Project Fund Deposits:				
Project Fund	10,000,000.00	5,000,000.00		15,000,000.00
Refunding Escrow Deposits:				
Cash Deposit			0.67	0.67
SLGS Purchases			<u>12,036,916.00</u>	<u>12,036,916.00</u>
			<u>12,036,916.67</u>	<u>12,036,916.67</u>
Delivery Date Expenses:				
Cost of Issuance	55,332.94	27,961.11	66,705.95	150,000.00
Underwriter's Discount	<u>28,010.17</u>	<u>14,154.23</u>	<u>33,767.32</u>	<u>75,931.72</u>
	<u>83,343.11</u>	<u>42,115.34</u>	<u>100,473.27</u>	<u>225,931.72</u>
Other Uses of Funds:				
Contingency	588.74	621.11	3,669.41	4,879.26
	<u>10,083,931.85</u>	<u>5,042,736.45</u>	<u>12,141,059.35</u>	<u>27,267,727.65</u>

May 29, 2024

City of Springfield
Ramona Metzger, Comptroller
Mike Lesko, Purchasing Agent
Municipal Center West, Room 210
300 S. Seventh Street
Springfield, IL 62701

Re: Underwriting Engagement Letter

Ms. Metzger and Mr. Lesko:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as senior managing underwriter for the City of Springfield, Illinois (“you” or the “Issuer”) on its proposed offering and issuance of approximately \$25 million General Obligation Bonds, Series 2024 (the “Securities”) to refund the Issuer’s outstanding Series 2014 Bonds and to finance construction of new firehouses and equipment. This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase the Securities and will contain provisions that are consistent with those stated in this letter.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter, and not as municipal advisor, of the proposed offering and issuance of the Securities, and in such underwriter capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement and other offering documents
- Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
- Consult with counsel and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the offering to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities
- Such other usual and customary underwriting services as may be requested by the Issuer

In addition, as part of our underwriting services, Baird may provide advice concerning the structure, timing, terms and other similar matters about the offering at the Issuer's request. Please note that Baird would be providing such advisory services in its capacity as underwriter and not as a municipal advisor to the Issuer.

2. Fees and Expenses. Baird's proposed underwriting fee/spread is 0.295% of the principal or par amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement, net of expenses paid by the underwriter. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread will be based on the principal or par amount of the Securities.

Baird shall be responsible for paying certain expenses it incurs in connection with the offering, including without limitation, CUSIP, DTC, MSRB, and IPREO (electronic book-running/sales order system) fees and charges. The Issuer agrees to reimburse Baird for any additional IPREO fees incurred with the addition of co-managing underwriters. The Issuer shall be responsible for paying all other costs of issuance, such as fees of bond counsel, issuer counsel, underwriter's counsel and disclosure counsel (if any); municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and official statement printing and mailing/distribution costs.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the offering if they have their own conflicts of interest to disclose.

- Disclosures Concerning the Underwriter's Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
 - The underwriter will review the official statement for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.
- Disclosures Concerning the Underwriter's Compensation:

Payment or receipt of the underwriting fee or underwriting discount will be contingent on the closing of the transaction and the amount of the fee or discount will be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to compensate Baird for the services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Illinois. This letter contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein and supersedes all prior agreements between the parties related to the offering. This letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

In addition, the Issuer agrees that all opinions of counsel written in connection with the offering of the Securities, including but not limited to those opinions from bond counsel and issuer counsel, will include Baird as an addressee or alternatively will be accompanied by letters from such counsel entitling Baird to rely on such opinions.

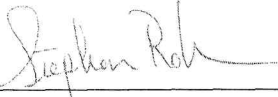
If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

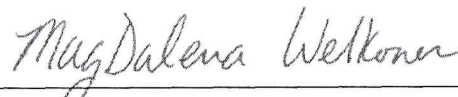
If the foregoing is consistent with your understanding, please send us an email at scroberts@rwbaird.com and dwelkomer@rwbaird.com to acknowledge your receipt of this letter and your agreement with its terms.

Again, we thank you for the opportunity to assist you with your proposed offering and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Stephan Roberts, Director


Magdalena Welkomer, Director

cc: Anne Noble, Stifel, Nicolaus & Company, Inc.
Becky Esrock, Stifel, Nicolaus & Company, Inc.
James Virgona, The Baker Group

**Disclosures of Material Financial Characteristics
and Financial Risks of Proposed Offering of General Obligation Bonds**

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter or placement agent for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes or other debt securities (the “Securities”), to be sold on a negotiated basis. The Securities to be issued will be general obligation notes or bonds. The following is a general description of the financial characteristics and security structures of general obligation bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue general obligation bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

Financial Characteristics

The Securities will be general obligations of the Issuer. The Issuer’s full faith and credit and unlimited taxing powers will be pledged to the payment of principal of and interest on the Securities when due. Under current law, taxes may be levied by the Issuer on all taxable property in the county without limitation as to rate or amount.

Maturity and Interest. The Securities are interest-bearing debt securities that the Issuer will issue. Maturity dates for the Securities will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. The state may impose limitations on the final maturity date. At each maturity, the scheduled principal or par amount of the Securities will have to be repaid.

The Securities will pay fixed rates of interest typically semi-annually on scheduled payment dates. The interest rates to be paid on the Securities may differ for each series or maturity date of the Securities. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Securities. Securities with longer maturity dates will have interest rates that are greater than securities with shorter maturity dates.

Redemption. The Securities may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Securities on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. The Securities will be subject to optional redemption only after the passage of a specified period of time, to be negotiated with investors and reflected in the official statement. The amount and maturities of the Securities to be redeemed will be selected by the Issuer. The redemption price will be equal to 100% of the principal amount being redeemed, plus accrued interest. The Issuer will be required to send out a notice of optional redemption to the holders of the Securities at a certain period of time prior to the redemption date.

The Securities may also be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Securities annually in advance of the term maturity date, at a redemption price equal to 100% of the principal amount of the Securities to be redeemed. The Securities may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of an interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If the Securities are tax-exempt, counsel will provide an opinion that the interest on the Securities will be excluded from gross income for federal income tax purposes. If the Securities (or a portion thereof) are taxable, interest on the Securities will be included in gross income for federal and state income tax purposes.

Security

The Securities are general obligations of the Issuer. “General obligations” are debt securities to which your full faith and credit is pledged to pay principal and interest when due. The basic security for payment of the Securities is the requirement that the Issuer levy ad valorem (property) taxes, which taxes are unlimited as to rate and amount, as needed to pay the debt service on the Securities. The Issuer’s full faith and credit pledge also means that other funds of the Issuer may be used to pay debt service, except if such funds are prohibited from use by state or federal law or specifically limited to another use.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Securities.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of the Securities, including some or all of the following:

Issuer Default Risk

You may be in default if the funds pledged to secure the Securities are not sufficient to pay debt service on the Securities when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the Securities may be able to exercise a range of available remedies against you. For example, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the Securities. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including bankruptcy or receivership. Bond holders will also have the right of mandamus or other actions to require you to levy, collect and apply taxes to pay

principal and interest on the Securities.

The State of Illinois may impose debt and/or revenue limits on the Issuer. The Issuer's payment of debt service on the Securities may be subject to such limits.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the Securities prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce future debt service. In addition, if the Securities are subject to extraordinary or mandatory redemption, you may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the Securities at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those Securities when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the Securities to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the Securities, which is referred to as "negative arbitrage".

Tax Compliance Risk (applicable if the Securities are tax-exempt bonds)

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and applicable state tax laws. You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the Securities to become taxable retroactively to the date of issuance of the Securities, which may result in an increase in the interest rate that you pay on the Securities or the mandatory redemption of the Securities. The IRS also may audit you or the Securities or your other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Securities are declared taxable, or if you are subject to audit, the market price of the Securities and/or your other bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the Securities.

Continuing Disclosure Risk.

In connection with the issuance of the Securities, you may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Securities, as well as your other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you to market and sell future bonds.

May 22, 2024

Mayor Misty Buscher
Ms. Ramona Metzger
City of Springfield, Illinois
800 East Monroe
Springfield, IL 62701

Re: 2024 Request for Proposals – General Obligation Bond Underwriting Pool

Dear Mayor Buscher & Ms. Metzger,

As financial advisor to the City of Springfield, Stifel worked with the Office of Budget and Management Procurement Department to solicit proposals for qualified firms to provide Investment Banking Services. Services requested under the proposal from respondents included serving on the City's general obligation bond underwriting pool (the "GO Pool") and Springfield CWLP's bond underwriting pool. Such underwriting pools will remain in effect for five years. From the firms selected to GO Pool, the City will select a team for the proposed 2024 general obligation bond financing.

The request for proposals was outstanding from April 9, 2024 through May 2, 2024. Eight responses were received and of such responses, the City received seven qualifying responses to serve on the GO Pool. Six firms responded to serve as either senior managing underwriter or co-managing underwriter and one firm responded to serve solely as co-managing underwriter.

Stifel completed an evaluation of the proposals reviewing the following categories:

- 1) Strength and performance underwriting comparable financings;
- 2) Relationship with the City and understanding of the City's finance goals and objectives;
- 3) Marketing plan/local presence;
- 4) Proposed fees;
- 5) Strength of the financing team and resources;
- 6) Completeness and quality of the response;
- 7) Whether or not the firm is an MBE.

Included below is Stifel's recommendation for selection to the GO Pool. The basis for the following recommendation is based upon the criteria mentioned above. Our proposed representation on the pool includes firms that specialize in mid-size transactions, large transactions as well as privately placed debt with a particular emphasis on Illinois experience. The GO Pool includes 3 firms that responded to serve as either senior manager or co-manager and one firm that responded to solely serve as co-manager. The co-managing firm helps the City achieve the goal of providing local representation and distribution.

GO Bond Underwriting Pool for 5 Years

- 1) Robert W. Baird & Co.
- 2) J.P. Morgan Securities LLC
- 3) Mesirow Financial, Inc.
- 4) The Baker Group LP

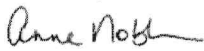
From the above GO Pool, Stifel's recommendation for the 2024 transaction includes a team of two firms with liability split amongst them. The team would be lead by a top underwriter of similarly sized Illinois negotiated general obligation bonds and include local representation to bolster the distribution of the City's bonds. The underwriting fee for the 2024 financing will be based on the senior managing underwriter's fee proposal.

2024 General Obligation Bond Underwriters

- 1) Senior Managing Underwriter (90% Liability): Robert W. Baird & Co.
- 2) Co-Managing Underwriter (10% Liability): The Baker Group LP

If you have any questions or wish to meet or zoom with me to discuss this information, I would be happy to do so. I look forward to the opportunity to discuss this with you in the future.

Sincerely,



Anne Noble
Managing Director
noblea@stifel.com
(314) 342 – 8488

MSRB RULE G-23 DISCLOSURE:

Pursuant to revised MSRB Rule G-23, a broker, dealer, or municipal securities dealer is prohibited from acting as a Financial Advisor, as defined in Section 15B of the Exchange Act of 1934 (as amended), to an issuer for a particular issue sold on a negotiated or competitive bid basis and subsequently switching roles to act as underwriter or placement agent with respect to the same issue. In compliance with the rules set forth by the MSRB, Stifel is acting as a Financial Advisor in connection with all services proposed and/or provided to Issuer herein. As such, Stifel will provide financial advisory or consultant services including advice and other assistance regarding the structure, timing, terms and other similar matters concerning the issuance. Stifel is declaring that it has done so within the regulatory framework of MSRB Rule G-23 as a financial advisor, as defined therein, and not an underwriter to the issuer for this proposed issuance of municipal securities.

ORDINANCE FACT SHEET

DATE OF 1st READING: 6/18/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT:

Attached

SUGGESTED TITLE: An ordinance approving acceptance of Robert W. Baird & Co., JP Morgan Securities LLC, Mesirow Financial and The Baker Group LP to provide investment banking services for General Obligation Bond Underwriting from June 2024 through July 2029 for the City of Springfield

CONTRACTOR / VENDOR NAME: As Assigned

VENDOR NO: _____

CONTRACT TERM: June 2024 - July 2029

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: 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						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	107	BMGT	RE14	2408	33,767.32
2	094	107	BMGT	GO24	2408	14,154.23
3	095	107	BMGT	GO24	2408	28,010.17
4						

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

Request for Proposal Evaluation from Stifel, Nicolaus & Co.

STAFF ANALYSIS

The City of Springfield sought Request for Proposals (CS25-05) from qualified firms in April 2024 to provide investment banking services to establish a pool of firms to serve as underwriters for the issuance of City General Obligation bonds for the next five (5) years.

Following evaluation by its Financial Advisor Group - Stifel, Nicolaus & Co. - the City of Springfield recommends establishing a General Obligation Bond Underwriting Pool for the next 5 years (through July 2029) with the following financial firms: 1) Robert W. Baird & Co.; 2) J.P. Morgan Securities LLC; 3) Mesirow Financial, Inc. 4) The Baker Group LP

This will allow the City flexibility moving forward to select the best financial terms available at the time for future bond issuances.

Additionally, Stifel has recommended the selection of Robert W. Baird & Co. and The Baker Group LP (a local firm) to serve as the 2024 General Obligation Bond Underwriters.

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney
Heinzel
Date: 2024.06.13 16:37:00 -05'00'

Date: 06/13/2024

DIRECTOR / SUPERVISOR: Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2024.06.13 16:38:17 -05'00'

Date: 06/13/2024

CITY PURCHASING AGENT: Mike Lesko

Digitally signed by Mike Lesko
Date: 2024.06.12 09:35:56 -05'00'

Date: 06/12/2024

SIGN OFF:


(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2024.06.13 16:44:44 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-243

**AN ORDINANCE APPROVING AN ENGAGEMENT LETTER WITH HART,
SOUTHWORTH & WITSMAN FOR LEGAL SERVICES FOR BOND AND
DISCLOSURE COUNSEL WORK FOR THE CITY OF SPRINGFIELD
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS,
SERIES 2024, 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 has identified the need to retain a law firm to provide bond counsel work and disclosure counsel work in reference to the issuance and refunding of General Obligation Bonds, Series 2024; and

WHEREAS, Hart, Southworth & Witsman has provided an Engagement Letter offering their services as bond counsel for the above referenced bonds in an amount not exceed \$60,000.00; and

WHEREAS, the City desires to enter into the Engagement Letter with Hart, Southworth & Witsman, for the purposes set forth therein;

WHEREAS, it is in the best interest of the City to approve an engagement letter with Hart, Southworth & Witsman for their services as bond counsel.

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

Section 1: That the City Council hereby approves the engagement letter with Hart, Southworth & Witsman for their services as bond counsel for the City of Springfield. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

6/12/24



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

MEMORANDUM

TO: Ramona Metzger, Director
Office of Budget & Management

FROM: Mike Lesko, *JML*
Purchasing Agent

DATE: June 4, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet for Hart, Southworth & Witsman in an amount not to exceed \$60,000.00 to provide services as bond counsel and disclosure counsel for the General Obligation 2024 Bonds for the City of Springfield.

Based on the information provided, I have determined that this vendor possesses a high 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.

Hart, Southworth & Witsman

Attorneys at Law

Suite 501
One North Old State Capitol Plaza
Springfield, Illinois 62701-1323
(217) 753-0055
(217) 753-1056 – Fax

Mike Southworth
Samuel J. Witsman
Timothy J. Rigby

Richard E. Hart
(1985-2022)

Alexander S. Prillaman

msouthworth@hswnet.com

June 4, 2024

City of Springfield, Illinois
800 E. Monroe
Springfield, Illinois 62701

Re: General Obligation Refunding and Improvement Bonds, Series 2024

Ladies and Gentlemen:

We are pleased to provide this engagement letter for our services as bond counsel and disclosure counsel for the issuance by the City of Springfield, Sangamon County, Illinois (the “City”) of the above referenced bonds (the “Bonds”). Proceeds of the Bonds will be used to finance City’s fire station construction (the “Project”) and to refund certain existing bonds of the City (the “Refunding”). For convenience and clarity, we may refer to the City in its corporate capacity and to you, the City officers (including the governing body of the City) and employees and counsel to the City, collectively as “you” (or the possessive “your”). You are retaining us for the limited purpose of rendering our customary approving legal opinion as described below.

A. Description of Services

We will work with you, Stifel, Nicolaus & Company, Incorporated, your financial advisor (the “Financial Advisor”), and the underwriter selected by the City as purchaser of the Bonds (the “Underwriter”) and any trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the “Participants”) to undertake each of the following services (the “Services”) as necessary.

As Bond Counsel, we will:

1. Review relevant Illinois law relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.
2. Obtain information about the transaction and the nature and use of the Project and the City’s facilities originally financed or refinanced with the bonds being refunded.
3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

2024-244

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended (the "Code"), and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a taxable or tax-exempt basis.

5. Prepare or review major financing documents, including the City's resolutions or ordinances authorizing the Bonds, tax compliance certificates, the purchase agreement for the Bonds with the Underwriter (the "Purchase Contract"), and closing certificates and legal opinions. We understand that the Financial Advisor will assist you with the preparation of an official statement and the Underwriter will independently perform its due diligence investigation with respect to the Bonds. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.

6. Prepare or review pertinent proceedings to be considered by the governing body of the City, confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings, and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and any available federal income tax treatment of interest on the Bonds, which opinion (the "Bond Opinion") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please note that the Bond Opinion will represent our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

As Disclosure Counsel, we will:

1. Assist in the preparation and compilation of the official statement (the "Official Statement") with respect to the Bonds. The participants to this transaction, including particularly the City, should understand that the primary obligation for adequate disclosure rests with the City, and recognize that substantial parts of the offering document may be prepared by other participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In assisting the City with such offering document, we are not undertaking to perform the duties of the City or any other transaction participant to provide full, complete and accurate information. We will not pass upon, and or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information relating to The Depository Trust Company and its book-entry only system, (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or Appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or

incorporated therein, including without limitation, information or omissions with respect to any unfunded pension or other post-employment benefits liabilities, (iv) information concerning any past, pending or threatened litigation against the City or the Underwriter, nor (v) the information concerning the City contained in or incorporated by reference.

2. Review the Purchase Contract, however, we will not advise you or advocate your position in any negotiation of any contested deal points in the Purchase Contract, and all such negotiations will be managed by the Underwriter or the Underwriter's designee, on behalf of the Underwriter, and by you or your designee, on behalf of the City. In addition, we will not negotiate and are not being retained to comment on the business terms of the Purchase Contract.

3. Deliver (a) our opinion to the City to the effect that the Bonds are not required to be registered with the Securities and Exchange Commission and (b) a letter to the City to the effect that, in the course of our engagement on such matter, no facts have come to our attention which lead us to believe that the Official Statement contained as of its date or the date of closing any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

B. Limitations; Services We Do Not Provide

Our Services as Bond Counsel and Disclosure Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services do not include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project or the Refunding, the investment of proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the City or of the Bonds, or the form, content, adequacy or correctness of the financial statements of the City. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (commonly known as "EMMA") to verify the information relating to the Bonds, and we will not undertake a review of your website to establish that information contained therein corresponds to that which you provide independently in your certificates or other transaction documents.

3. Supervising any state, county or local filing of any proceedings held by the governing body of the City incidental to the Bonds.

4. Preparing any of the following: requests for tax rulings from the Internal Revenue Service (the "IRS"), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

5. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery

of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

6. After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of proceeds of the Bonds or the use of the City's facilities, and we are not retained to respond to IRS audits.

7. Any other services not specifically set forth above in Part A.

C. Attorney-Client Relationship; Representation of Others

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel and Disclosure Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with the Underwriter and many other underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. We are advising you, and you understand that the City consents to our representation of the City in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the City in this transaction are clients in other unrelated matters. Your acceptance of our services constitutes consent to these other engagements. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the City or the defense of a claim asserted by the City. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("Circular 230") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the City in this matter.

Further, this engagement letter will also serve to give you express notice that we represent other municipalities, school districts, park districts, counties, townships, special districts and units of local government within the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the “governmental units”). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the City is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

We anticipate that the City will have its general or special counsel available as needed to provide advocacy in this transaction and an opinion addressing the validity of the actions taken by the City, and the City has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

D. Other Terms of the Engagement; Certain of Your Undertakings

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid Bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the accuracy and adequacy of disclosures under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in

the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as “securities” under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City’s attorneys, financial advisers and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. The members of the governing body of the City also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the issue size, use of proceeds and related matters.

7. We should also be advised by you about the adoption by the City of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the City has adopted proceedings that are only as restrictive as such Act. However, if the City has stricter provisions than appear in this Act or has adopted other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

8. We communicate from time to time with our clients using facsimile, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If the City objects to our using any one or more of these forms of communication, please let me know in writing and we will attempt to honor that request.

E. Fees

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are billed separately and in addition to our fees for professional services. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); and (d) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we estimate that fees and expenses for our services will not exceed \$60,000. If we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our statement of charges is customarily rendered and paid at Closing. We generally do not submit any statement for fees prior to the Closing, except in instances where there is a delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If the Bonds are not issued by November 30, 2024, Bonds are issued without the rendition of our Bond Opinion, or our services are otherwise terminated, we will charge at the rate of \$325.00 per hour for services rendered plus out-of-pocket expenses.

F. Risk of Audit by Internal Revenue Service

The IRS has an ongoing program of auditing tax-exempt Bonds to determine whether, in the view of the IRS, interest on such tax-exempt Bonds is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the City as the taxpayer for purposes of the examination. The scope of our representation does not include responding to such an audit if one arises. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

G. End of Engagement and Post-Engagement; Records

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in electronic format pertaining to the Bonds and file a Federal Information Reporting Form 8038-G.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, which could have an impact on your future rights and liabilities. While we would be pleased to represent you in the future pursuant to a new engagement agreement, unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

At your request, to be made at or prior to Closing, any other papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements,

resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

The City has record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website related to tax-exempt Bonds at <https://www.irs.gov/tax-exempt-bonds>. It will be your obligation to comply for at least as long as any of the Bonds (or any future Bonds issued to refund the Bonds) are outstanding, plus three years.

H. Your Signature Required

If the foregoing terms are acceptable to you, please so indicate by returning a copy of this engagement letter dated and signed by an authorized officer. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we began rendering the Services. We are permitted to provide copies of this letter to the Participants to provide them an understanding of our role.

Thank you and we look forward to working with you.

Yours truly,

HART, SOUTHWORTH & WITSMAN

By: 
Mike Southworth

Accepted and approved this _____, 2024:

CITY OF SPRINGFIELD,
Sangamon County, Illinois

By: _____

Its: _____

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

6/18/2024

OFFICE REQUESTING: Office Of Budget & Management

CONTACT PERSON:

Ramona Metzger

PHONE NUMBER:

217-789-2191 x6200

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: \$60,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

An Ordinance approving an engagement letter from Hart, Southworth and Witsman for legal services for bond and disclosure counsel work for the City of Springfield General Obligation Refunding and Improvement Bonds, Series 2024 for the Office of Budget and Management

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

Engagement Letter

CONTRACTOR / VENDOR NAME: Hart, Southworth & Witsman

VENDOR NO: 0HAR2700

CONTRACT TERM: Upon Completion of Bond issuance

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: nte \$60,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: E☐ Low Bid Meeting Specs☒ Exception: Professional Service☐ 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

	Agency	Org	Activity	Object	Amount	
1	001	107	GENC	VARI	1217	\$60,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will approve a professional services agreement engagement letter with Hart, Southworth & Witsman to provide bond counsel work and disclosure counsel work in reference to the issuance and refunding of General Obligation Bonds, Series 2024 for the City of Springfield. Hart, Southworth & Witsman has provided an engagement letter offering these services at a not to exceed cost of \$60,000.00. Hart, Southworth & Witsman has experience with similar city bond issuances.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-244

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$30,000.00 USING RESTRICTED STATE FORFEITURE FUNDS IN ORDER TO REPLENISH THE PASSENGER AUTOMOBILES BUDGET LINE FOR FUTURE UNMARKED VEHICLE PURCHASE, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$30,000.00 in order to replenish the passenger automobiles budget line for future unmarked vehicle purchase.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation using Restricted State Forfeiture Funds in the amount of \$30,000.00 for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
070-112-POLC-FORF-0569	\$30,000.00
INTO EXPENDITURE ACCOUNT	AMOUNT
070-112-POLC-FORF-1502	\$30,000.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6/13/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police Department CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: SUPPLEMENTAL FISCAL IMPACT: \$ 30,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR \$30,000.00 USING RESTRICTED STATE FOREITURE FUNDS IN ORDER TO REPLENISH THE PASSENGER AUTOMOBILES BUDGET LINE FOR FUTURE UNMARKED VEHICLE PURCHASE.

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____ Previous Ord #'s _____
☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval required? No ☐ Yes ☐
☐ Low Evaluated Bid Code Provision: _____ Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1	070	112	POLC	FORF	0569	\$30,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	070	112	POLC	FORF	1502	\$30,000
2						
3						
4						

FUNDS CHECK BY: <u>Courtney Heitzel</u>	Date: <u>06.05.2024</u>
DIRECTOR / SUPERVISOR SIGNATURE <u>John Gaskill</u>	Date: <u>6/5/24</u>
CITY PURCHASING AGENT: <u>[Signature]</u>	Date: <u>6/6/24</u>

COMMENTS

SUPPLEMENTAL APPROPRIATION FOR \$30,000.00 USING RESTRICTED STATE FOREITURE FUNDS IN ORDER TO REPLENISH THE PASSENGER AUTOMOBILES BUDGET LINE FOR FUTURE UNMARKED VEHICLE PURCHASE.

SIGN OFF: [Signature]
(Mayor's Signature) **GEM**

[Signature] 6/6/24
(Director of OBM)

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$53,638.00 USING EFFECTUATED FUNDS FROM REVENUE ACCOUNT 077-112-POLC-EBHR-2018 IN ORDER TO RETURN THE CONNECT & PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSES GRANT BUDGET LINES TO THE CORRECT REMAINING BALANCE IN ACCORDANCE WITH THE GRANT BUDGET, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$53,638.00 in order to return the Connect & Protect Grant budget lines to the correct fund balance based on the original grant budget.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation of unappropriated fund balance in the amount of \$53,638.00 for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation in the amount of \$53,638.00 from revenue account 077-112-POLC-EBHR-2018 into expenditure accounts as follows:

077-112-POLC-EBHR-1232	\$52,854.00
077-112-POLC-EBHR-1706	\$784.00
TOTAL	\$53,638.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police Department CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Supplemental FISCAL IMPACT: \$53,638.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION FOR \$53,638.00 USING EFFECTUATED FUNDS FROM REVENUE ACCOUNT 077-112-POLC-EBHR-2018 IN ORDER TO RETURN THE CONNECT & PROTECT LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSES GRANT BUDGET LINES TO THE CORRECT REMAINING BALANCE IN ACCORDANCE WITH THE GRANT BUDGET.

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$53,638.00
(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	Source	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1	077	112	POLC	EBHR	1232	\$52,854.00
2	077	112	POLC	EBHR	1706	\$784.00
3						
4						

FUNDS CHECK BY: <u>C. Heingel</u>	Date: <u>05/31/2024</u>
DIRECTOR / SUPERVISOR SIGNATURE <u>[Signature]</u>	Date: <u>5/30/24</u>
CITY PURCHASING AGENT: _____	Date: _____

COMMENTS

SPD IS REQUESTING A SUPPLEMENTAL APPROPRIATION IN ORDER TO RETURN THE CONNECT & PROTECT GRANT BUDGET LINES TO THE CORRECT FUND BALANCE BASED ON THE ORIGINAL GRANT BUDGET. THUS RECOVERING THE BUDGETED FUNDS FOR PLANNED FY24 EXPENSES THAT WERE NOT INCURRED. SUPPLEMENTAL APPROPRIATION FOR \$53,638.00 USING EFFECTUATED FUNDS FROM REVENUE ACCOUNT 077-112-POLC-EBHR-2018

SIGN OFF: [Signature] (Mayor's Signature) [Signature] (Director of CBM)