AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE25-05-17 – MCW SPECTRALOGIC TAPE LIBRARY MAINTENANCE - 3 YEARS WITH MATRIX SYSTEMS GROUP, INC. IN AN AMOUNT NOT TO EXCEED $55,165.73, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE25-05-17 – MCW Spectralogic Tape Library Maintenance - 3 Years, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-05-17 was placed, and

WHEREAS, Matrix Systems Group, Inc. ("Matrix Systems") 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. UE25-05-17.

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 Matrix Systems for Contract UE25-05-17 – MCW Spectralogic Tape Library Maintenance - 3 Years in an amount not to exceed Fifty-Five Thousand One Hundred Sixty-Five Dollars and Seventy-Three Cents ($55,165.73) for the Office of Public Utilities.

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

Section 3. The payment to Matrix Systems for the total maximum amount of Fifty-Five Thousand One Hundred Sixty-Five Dollars and Seventy-Three Cents ($55,165.73) from Account Nos. 101-200-JB-6238-1206 and 102-200-JB-7838-1206 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: 6/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-249

CONTRACT NAME: Spectralogic Tape Library Maintenance - 3 Years
CONTRACT NO: UE25-05-17
DEPARTMENT: Information Systems Division
DATE: 06/20/24

	Matrix Systems Group Springfield, Il	vPrime Tech Inc. Houston, TX	GEN3i, Inc. Reston, Va
TOTAL BID	$ 55,165.73	$ 59,972.05	$ 59,021.06
5% Local Vendor Preference		$ 2,998.60	$ 2,951.05
EVALUATED TOTAL	$ 55,165.73	$ 62,970.65	$ 61,972.11

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217·789·2191

Date: **May 28, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-05-17**
Contract Name: **MCW Spectralogic Tape Library Maintenance – 3 Years**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, June 20, 2024**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Matrix Systems Group, Inc.

Contact Name: Mahdi Elmokashfi

Vendor Address: 519 South Grand Avenue West - Springfield, IL 62704

Vendor E-Mail: mahdi@matrixsysinc.com

Phone: 217-522-4940 **Fax:** 217-679-4657

PRICE PAGE
MUNICIPAL CENTER WEST
SPECTRALOGIC TAPE LIBRARY MAINTENANCE – 3 YEARS

Part Number	Description	Total Cost
91010502R	SpectraGuard Same Business Day On-Site Support, T380, 5 LTO-6, 250 Slots, S/N 1648806	$_55,165.73_____

CLARIFICATIONS _____

Term 8/03/24 - 8/02/27

2024-249

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 07-02-24
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: $55,165.73 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE25-05-17

ACCOUNTING INFORMATION: Account Nos. 101-200-JB-6238-1206 and 102-200-JB-7838-1206

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Matrix Systems Group, Inc. CONTRACT AMOUNT: $ 55,165.73
(Original Amount ~~if Change Order~~)

CONTRACT TERM: 3 years TYPE OF AWARD: Bid Contract: Low Bid

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.)

This Ordinance accepts Contract UE25-05-17 in an amount not to exceed $55,165.73, with Matrix Systems Group, Inc. ("Matrix Systems"), for the purchase of a three (3) year support maintenance for the Municipal Center West Primary Datacenter tape library. The backup storage device is used by the ISD Department for data retention. By having a multiple-year contract, the Utility will receive a multi-year discounted price for the service.

There were three (3) bidders on this contract. Matrix Systems was the only local bidder and they submitted the lowest bid.

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

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

2024-249

2024-250

AN ORDINANCE AUTHORIZING THE PURCHASE OF AUTOMOX PATCH MANAGEMENT SOFTWARE FROM CARAHSOFT TECHNOLOGY CORP. FROM AN OMNIA JOINT PURCHASE CONTRACT IN AN AMOUNT NOT TO EXCEED $166,992.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of Automox Patch Management Software with Carahsoft Technology Corp. ("Carahsoft") for a three (3) year term, and

WHEREAS, Automox software will manage, report, and deploy patches for software packages for desktops, laptops, and servers, and

WHEREAS, current software subscription that is no longer meeting the City's needs, and

WHEREAS, in accordance with the provisions of Section 38.50 (3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under OMNIA EDU contract R191902.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of Automox Patch Management Software for a three (3) year term from Carahsoft in an amount not to exceed One Hundred Sixty-Six Thousand Nine Hundred Ninety-Two Dollars and No Cents ($166,992.00).

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

Section 3. The payment to Carahsoft for the total maximum amount of One Hundred Sixty-Six Thousand Nine Hundred Ninety-Two Dollars and No Cents ($166,992.00) from Account Nos. 101-200-JB-6246-1601 and 102-200-JB-7846-1601 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:

6/28/24
_____
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-250

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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones – Central Purchasing

DATE: June 13, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Carahsoft Technology Corp., for the purchase of three (3) years of Automox Patch Management Software that will manage, report and deploy patches for software packages, for desktops, laptops and servers in an amount not to exceed $166,992.00 for CWLP – ISD.

The OMNIA EDU / Contract Number is R191902

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2024-250

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 07-02-24
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: $166,992.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Joint Purchasing – OMNIA EDU Contract R191902

ACCOUNTING INFORMATION: Account Nos. 101-200-JB-6246-1601 and 102-200-JB-7846-1601

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Carahsoft Technology Corp. CONTRACT AMOUNT: $ 166,992.00
(Original Amount ~~if Change Order~~)
CONTRACT TERM: 3 yrs. TYPE OF AWARD: Joint Purchasing – Omnia 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.)

This Ordinance authorizes the purchase of Automox Patch Management Software with Carahsoft Technology Corp. ("Carahsoft") for a three (3) year term in a total amount not to exceed $166,992.00. Automox software will manage, report, and deploy patches for software packages for desktops, laptops, and servers. This software will replace the current software subscription that is no longer meeting the City's needs. The cost for the software is $55,664.00 for each year; grand total of $166,992.00.

Carahsoft is not a local vendor.

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

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

2024-250

2024-251

AN ORDINANCE APPROVING AN AGREEMENT WITH CHAPMAN AND CUTLER, LLP IN AN AMOUNT NOT TO EXCEED $420,000.00 TO SERVE AS THE CITY'S INDEPENDENT BOND COUNSEL FOR THE UPCOMING REFUNDING OF THE 2015 SENIOR LIEN ELECTRIC REVENUE REFUNDING BONDS FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of an agreement with Chapman and Cutler, LLP. in an amount not to exceed $420,000.00, to serve as the City's Independent Bond Counsel in the upcoming refunding of the 2015 Senior Lien Electric Revenue Refunding Bonds, and

WHEREAS, the City needs an independent bond counsel for the issuance of these Electric Revenue Refunding Bonds, and

WHEREAS, Chapman and Cutler, LLP. is qualified, has previous experience with the City of Springfield bonds, and is able to provide the service needed, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of an agreement with Chapman and Cutler, LLP in an amount not to exceed Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00) for services to act as the City's independent bond counsel in regards to the refunding of the 2015 Senior Lien Electric Revenue Refunding Bonds.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced agreement with Chapman and Cutler, LLP on behalf of the Office of Public Utilities.

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Chapman and Cutler, LLP in the total amount not to exceed Four Hundred Twenty Thousand Dollars and No Cents ($420,000.00) from account number 102-300-KB-1831-1215.

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the Office of the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____

SIGNED: _____, 2024

_____
MAYOR

Approved as to legal sufficiency:

_____ 12/28/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-251

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

MEMORANDUM

TO: **Michelle Carlisle**
Office of Public Utilities

FROM: **Mike Lesko, Purchasing Agent**

DATE: **June 24, 2024**

SUBJECT: **Professional Services Determination**

I have reviewed the June 21, 2024, letter from Chapman and Cutler LLP to provide independent bond counsel to the City of Springfield, Office of Public Utilities for the 2015 Senior Lein Electric Revenue Refunding Bonds.

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.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-251

CHAPMAN
Focused on Finance

Chapman and Cutler LLP
320 South Canal Street, 27th Floor
Chicago, Illinois 60606

T 312.845.3000
F 312.701.2361
www.chapman.com

June 21, 2024

Mr. Doug Brown
Chief Utility Engineer
Office of Public Utilities CWLP
City of Springfield
800 E. Monroe, 4th Floor
Springfield, Illinois 62757

Re: City of Springfield, Sangamon County, Illinois (the *"City"*)
Approximately $361,810,000
Senior Lien Electric Revenue Refunding Bonds

Dear Doug:

We are pleased to provide an engagement letter for our services as Bond Counsel and Disclosure Counsel for the bonds in reference (the *"Bonds"*). 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 general and special counsel to the City, collectively as *"you"* (or the possessive *"your"*). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is to refund certain of the outstanding electric revenue bonds of the City. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES AS BOND COUNSEL

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the *"Bond Purchasers"*), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the *"Participants"*). We intend to undertake each of the following (the *"Services"*) as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.

2024-251

2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed (the *"Project"*).

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that counsel (the *"Bond Purchasers' Counsel"*) will be retained by the Bond Purchasers. We further understand that Bond Purchasers' Counsel will assist the Bond Purchasers in their due diligence investigation and will advise the Bond Purchasers with respect to compliance with State and Federal securities laws. 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 all 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 the 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 see the discussion below at Part E. Please note that our opinion represents 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.

B. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel we will:

1. Assist in the preparation and compilation of the official statement (the *"Official Statement"*) with respect to the Bonds. To the extent that the City requests us to act as the draftsman and compiler of such document, 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 compiling 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; nor (v) the information concerning the City contained in or incorporated by reference.

2. Deliver (a) an 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 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.

C. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our Services as Bond Counsel and Disclosure Counsel described above 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, the

investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the City, of the Project 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. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement; 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. Please see our comments below at Paragraphs (E)(5) and (E)(6).

3. 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 (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, 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.

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

5. 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.

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, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to IRS audits.

7. Any other services not specifically set forth above in Parts A and B.

D. 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 most 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 may represent the Bond Purchasers in other matters not related to the Bond transaction. Prior to execution of this engagement letter, we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the City consents to our representation of it 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 not later than July 19, 2024. 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 many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of 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 the Bond transaction and 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.

E. 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. We do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

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 adequacy of disclosures made in the Official Statement 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. We understand that you will cooperate with us in this regard.

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 lawyers, 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. As noted, 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 bond issue size, use of proceeds and related matters.

7. We are also concerned 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 such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

F. FEES

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. 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); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever

completed, we render a greatly reduced statement of charges; and (e) 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 expect that our fees for Bond Counsel and Disclosure Counsel will be not to exceed $300,000 and $120,000, respectively.

If at any time, we believe that circumstances require an adjustment of our original fee estimates, we will consult with you and prepare an amendment to this engagement letter.

Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

G. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations 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. As noted in Paragraph 6 of Part C above, the scope of our representation does not include responding to such an audit. 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.

H. 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 a CD-ROM or other electronic format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

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, that could have an impact on your future rights and liabilities. 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.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

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.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies,

I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than July 19, 2024, retaining the original for your files. 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 have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Kent M. Floros
Kent M. Floros

By Kelly K. Kost
Kelly K. Kost

Accepted and Approved:

CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS

By:_____

Title: Chief Utility Engineer

Date: _____, 2024

cc: Ms. Anne Noble

2024-251

procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

We call your attention to the City's own record keeping requirements as required by the IRS. Answers to frequently asked questions pertaining to those requirements can be found on the IRS' website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and 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.

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 07-02-24
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: $420,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: 102-300-KB-1831-1215

PRIOR ORDINANCE INFORMATION: Not Applicable

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Chapman and Cutler LLP

CONTRACT AMOUNT: $ 420,000.00
(Original Amount ~~if Change Order~~)

CONTRACT TERM: to completion

TYPE OF AWARD: Professional Services

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # _N/A_ 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.)

This Ordinance approves and authorizes the execution of an agreement with Chapman & Cutler, LLP, in an amount not to exceed $420,000.00. Chapman & Cutler will act as an independent bond counsel for the upcoming refunding of the 2015 Senior Lien Electric Revenue Refunding Bonds. The breakdown of the cost includes $300,000.00 for the expenses of bond counsel services and $120,000.00 for disclosure counsel. As Bond Counsel, they will work with the City and participants, including but limited to bond purchasers and their counsels, financial advisors, placement agents, and bond registrar and their designated counsel, and provide legal counsel in relation to the bond process.

This refunding has the potential to save up to $27 million for the Electric Fund.

Chapman and Cutler LLP is not a local vendor.

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

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

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AN ORDINANCE AUTHORIZING AND APPROVING J.P. MORGAN SECURITIES, LLC, BOFA SECURITIES, INC., RAMIREZ & CO., INC. TO ACT AS THE UNDERWRITING TEAM FOR THE 2024 ELECTRIC REVENUE REFUNDING BOND FINANCING FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, previously the City Council approved Ordinance 113-04-24 authorizing a Professional Services Agreement with Stifel, Nicolaus & Company, Incorporated ("Stifel") for financial advisory services, and

WHEREAS, as financial advisor to the Office of Public Utilities, Stifel worked with the Office of Budget and Management Procurement Department to solicit proposals (RFP #CS25-05 - Investment Banking for Electric Bond Refunding) for qualified firms to provide Investment Banking Services for the five-year term. The services requested included serving on the City's general obligation bond underwriting pool and Springfield CWLP's bond underwriting pool (the "CWLP Pool"), and

WHEREAS, from the CWLP Pool, J.P. Morgan Securities, LLC, BofA Securities, Inc., and Ramirez & Co. have been selected to be the Underwriting Team for the 2024 Electric Revenue Refunding Bond, and

WHEREAS, it is in the best interest of the City to authorize and approve the above-mentioned firms for their services as the underwriters for the 2024 Electric Revenue Refunding Bond financing.

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 and approves J.P. Morgan Securities, LLC, BofA Securities, Inc., and Ramirez & Co. to be the underwriters for the upcoming 2024 Electric Revenue Refunding Bond financing.

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

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____

SIGNED: _____, 2024

_____
MAYOR

Approved as to legal sufficiency:

6/28/24
_____
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

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STIFEL | Public Finance

May 22, 2024

Mayor Misty Buscher
Mr. Doug Brown, *Chief Utility Engineer*
Ms. Jaime Shobe, *Finance Director*
City Water, Light & Power
Municipal Center East
800 East Monroe, 4th Floor
Springfield, IL 62757

Re: 2024 Request for Proposals – CWLP Bond Underwriting Pool

Dear Mayor Buscher, Mr. Brown and Ms. Shobe,

As financial advisor to CWLP, 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 and Springfield CWLP's bond underwriting pool (the "CWLP Pool"). Such underwriting pools will remain in effect for five years. From the firms selected to CWLP Pool, CWLP will select a team for the proposed 2024 Electric Revenue Refunding Bond financing.

The request for proposals was outstanding from April 9, 2024 through May 2, 2024. Eight responses were received and, of such responses, CWLP received eight qualifying responses to serve on the CWLP Pool. Six firms responded to serve as either senior managing underwriter or co-managing underwriter and two firms 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 CWLP and understanding of the CWLP's finance goals and objectives;
3) Bond marketing plan/local presence;
4) Proposed underwriting 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 CWLP 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 large utility transactions as well as privately placed debt. The CWLP Pool includes 5 firms that responded to serve as either senior manager or co-manager. One of the firms in the pool is an MBE to assist the City and CWLP to achieve the goal of incorporating minority firm participation.

CWLP Underwriting Pool for Next 5 Years

1) J.P. Morgan Securities LLC
2) BofA Securities, Inc.
3) Ramirez & Co., Inc.
4) Piper Sandler & Co.
5) Robert W. Baird & Co.

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From the above CWLP Pool, Stifel's recommendation for the 2024 transaction includes a team of three firms with liability split amongst them. The team would be led by a top underwriter of public power bonds and include co-managers that bring substantial public power expertise as well as minority representation. The underwriting fee for the 2024 financing will be based on the senior managing underwriter's fee proposal.

2024 Electric Refunding Bonds Underwriting Team

1) Senior Managing Underwriter (70% Liability): J.P. Morgan LLC
2) Co-Managing Underwriter (20% Liability): BofA Securities, Inc.
3) Co-Managing Underwriter (10% Liability): Ramirez & Co., Inc.

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

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

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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.

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J.P.Morgan

May 23, 2024

City of Springfield, Illinois
800 East Monroe
Springfield, IL 62701
Attn: Misty Buscher, *Mayor*

Re: Disclosures by J.P. Morgan Securities LLC ("J.P. Morgan") Pursuant to MSRB Rule G-17
Senior Lien Electric Revenue Refunding Bonds, Series 2024

Dear Ms. Buscher:

We are writing to provide you, as Mayor of the City of Springfield, Illinois (Issuer), with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).[1]

The Issuer has engaged J.P. Morgan to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance[2] of the Bonds.[3]

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures. You may receive additional separate disclosure letters pursuant to Rule G-17 from the co-managing underwriters or other syndicate members for the Bonds. J.P. Morgan makes no representations with respect to any disclosures provided, or required to be made, by any of the other underwriters pursuant to MSRB Rule G-17 or otherwise.

I. Dealer-Specific Conflicts of Interest Disclosures

J.P. Morgan has identified the following actual or potential[4] material conflicts of interest:

- Conflicts of Interest/Ordinary Course Business Relationships
    - In the ordinary course of their respective businesses, J.P. Morgan and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and/or the Obligor and any affiliates thereof for which they

[1] Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

[2] To the extent that the transaction for which J.P. Morgan and the related syndicate, if any, have been engaged is a remarketing of the Bonds, references in this letter to (1) the role of underwriter, to underwriting, issuance of the Bonds and terms related thereto, should be read and understood as references to the role of remarketing agent for the Bonds in connection with the remarketing of the Bonds, and (2) the official statement should be read and understood as a reference to the remarketing memorandum or similar disclosure prepared in connection with the remarketing of the Bonds.

[3] If there is a third-party obligor on the transaction, all references in this letter to "Obligor" are references to the entity so named herein. If there will be no third-party obligor on the transaction, all such references to "Obligor" should be ignored for all purposes of this letter.

[4] When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

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received or will receive customary fees and expenses. Under certain circumstances, J.P Morgan and its affiliates may have certain creditor and/or other rights against the Issuer and/or the Obligor and any affiliates thereof in connection with such transactions and/or services. J.P. Morgan and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

- J.P. Morgan and its affiliates have certain inter-company compensation arrangements that relate to transactions that may occur from time to time between J.P. Morgan and its affiliates, on the one hand, with the Issuer and/or the Obligor, on the other, as the case may be. Such inter-company compensation may be determined in part based on the size of the relevant transaction.

- Conflicts of Interest/Payments to or from Third Parties

  - J.P. Morgan has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from J.P. Morgan at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

- Conflicts of Interest/Refunded Bonds

  - We understand that the Issuer intends to use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that J.P. Morgan or an affiliate thereof owns Refunded Bonds, J.P. Morgan or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

- Conflicts of Interest/Sealed Bids

  - If the Issuer and/or the Obligor decide or are otherwise advised to sell any maturity of the Bonds through a competitive process among the underwriters commonly known as a "sealed bid," you should consider the potential conflict of having the underwriter running the competitive process and participating as a bidder. We would encourage you and the Obligor to consider requiring your financial advisor or other independent party to receive any bids and determine the winning purchaser(s) of any such maturities of the Bonds.

- Other Conflicts of Interest Disclosure

  - J.P. Morgan may place Bonds in J.P. Morgan's or an affiliate's tender option bond program to be held for the account of J.P. Morgan or the affiliate, as the case may be. J.P. Morgan may serve as placement agent, remarketing agent and/or liquidity provider on third party tender option bond transactions.

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II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
  - Since we have not recommended a "complex municipal securities financing" to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

III. Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer and the Obligor.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer or the Obligor under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer or the Obligor 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 underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[5]
- Disclosures Concerning the Underwriters' Compensation:
  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters 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.

[5] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

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If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you the Issuer in connection with the issuance of the Bonds. Thank you.

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J.P.Morgan

Sincerely,

J.P. MORGAN SECURITIES LLC

Matthew Couch, *Executive Director*
10 S. Dearborn Street, Floor 7
Chicago, IL 60603
matthew.d.couch@jpmorgan.com

Acknowledgement:

_____
Ms. Misty Buscher, *Mayor*

Date: _____

CC: BofA Securities, *Co-Manager*
Ramirez & Co., *Co-Manager*
Stifel, *Financial Advisor*
Chapman and Cutler LLP, *Bond Counsel*
Katten Muchin Rosenman LLP, *Underwriters' Counsel*

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BofA SECURITIES

May 23, 2024

City of Springfield, Illinois
City Water, Light, and Power
4th Floor, Municipal Center East
800 E. Monroe Street
Springfield, IL 62701

Attn: Misty Buscher, Mayor

Re: Disclosures by Co-Managing Underwriter Pursuant to MSRB Rule G-17
Electric Revenue Refunding Bonds, Series of 2024

Dear Misty:

We are writing to provide you, as Mayor of City of Springfield, Illinois (the "Issuer"), with certain disclosures relating to the above-captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).[1]

The Issuer has engaged BofA Securities, Inc. ("BofA Securities") to serve as a member of the underwriting syndicate and not as a financial advisor or municipal advisor in connection with the issuance of the Bonds.

As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. BofA Securities-Specific Conflicts of Interest Disclosures:

BofA Securities has identified the following actual or potential[2] material conflicts of interest:

Bank of America Corporation (the "Corporation") together with its affiliates (collectively, the "BAC Group") comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and strategic advisory services and other commercial services and products to a wide range of corporations, governments and individuals, domestically and offshore, from which conflicting interests or duties, or a perception thereof, may arise. In the ordinary course of these activities, parts of the BAC Group at any time may invest on a principal basis or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions, for their own accounts or the accounts of customers, in securities or financial instruments (including derivatives, bank loans or other obligations) of the Issuer or any other party that may be involved in the transaction. Parts of the BAC Group may also communicate independent investment recommendations, and market advice, or trading ideas and/or publish or express independent research views with respect to such securities or other financial instrument.

As of May 13, 2019, BofA Securities entered into a separate agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill") that enables Merrill to distribute certain new issue municipal securities underwritten by or

[1] *Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective March 31, 2021).*

[2] *When we refer to potential material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into actual material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.*

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allocated to BofA Securities, which could include the Bonds. Under that agreement, BofA Securities will share with Merrill a portion of the fee or commission paid to BofA Securities.

BofA Securities may place Bonds in its or an affiliate's municipal bond joint venture/tender option bond program to be held for the account of BofA Securities or the affiliate.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriter to purchase or sell the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified as a primary contact for the receipt of these disclosures, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. **Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me**. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

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BofA SECURITIES

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. Thank you.

Sincerely,

BofA Securities, Inc.

KTL

Kevin Langlais
Managing Director
kevin.langlais@bofa.com

Acknowledgement:

Misty Buscher GB

Date: _____

CC: Chapman and Cutler LLP, Bond Counsel
Stifel, Financial Advisor
JP Morgan, Senior Manager

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ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 07-02-24
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: $ tbd BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: RFP Contract Award / Professionals

ACCOUNTING INFORMATION: Account No. 102-300-KB-1831-1215

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: J.P. Morgan Securities, LLC, BofA Securities, Inc., Ramirez & Co., Inc. CONTRACT AMOUNT: $ 0
(Original Amount ~~if Change Order~~)

CONTRACT TERM: to completion TYPE OF AWARD: RFP

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.)

Previously the City Council approved Ordinance 113-04-24 authorizing a Professional Services Agreement with Stifel, Nicolaus & Company, Incorporated ("Stifel") for financial advisory services.

As financial advisor to the Office of Public Utilities, Stifel worked with the Office of Budget and Management Procurement Department to solicit proposals (RFP #CS25-05 - Investment Banking for Electric Bond Refunding) for qualified firms to provide Investment Banking Services for the five-year term. The services requested included serving on the City's general obligation bond underwriting pool and Springfield CWLP's bond underwriting pool (the "CWLP Pool").

This ordinance authorizes and accepts J.P. Morgan Securities, LLC ("J.P. Morgan"), BofA Securities, Inc. ("BofA"), and Ramirez & Co., Inc. ("Ramirez"), have been selected from the CWLP Pool to be the Underwriting Team for the 2024 Electric Revenue Refunding Bond financing.

J.P. Morgan will serve as the Senior Managing Underwriter with 70% liability; BofA will serve as Co-Managing Underwriter with 20% liability, and Ramirez will serve as Co-Managing Underwriter with 10% liability. J.P. Morgan and BofA have supplied Municipal Securities Rulemaking Board (MSRB) G-17 Disclosure documents that will be on file with the Clerk's office, Ramirez is relying on J.P. Morgan documents.

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

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

2024-252

AN ORDINANCE ACCEPTS AND AUTHORIZES THE EXECUTION OF THE AMERICAN PUBLIC POWER ASSOCIATION'S DEPARTMENT OF ENERGY GRANT COOPERATIVE AGREEMENT DE-CR0000015 SUBAWARD TO FACILITATE THE RAPID ADOPTION AND DEPLOYMENT OF INDUSTRIAL CONTROL SYSTEMS CYBERSECURITY TECHNOLOGIES FOR DISTRIBUTION AND MUNICIPAL UTILITIES PROGRAM FUNDING OPPORTUNITY IN THE AMOUNT OF $361,327.00, A SUPPLEMENTAL APPROPRIATION OF THESE GRANT FUNDS, AND TO AUTHORIZE AN AGREEMENT WITH DRAGOS, INC. FOR SERVICES RELATED TO THE INTERNAL NETWORK SECURITY MONITORING PROJECT IN AN AMOUNT NOT TO EXCEED $285,580.00 FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance accepts and authorizes the execution of the American Public Power Association's (APPA) Department of Energy ("DOE") Grant Cooperative Agreement DE-CR0000015 Subaward to facilitate the Rapid Adoption And Deployment of Industrial Control Systems Cybersecurity Technologies for Distribution and Municipal Utilities Program Funding Opportunity in the amount of $361,327.00 on behalf of the City of Springfield Office of Public Utilities, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of $361,327.00 from funds received through this grant, and

WHEREAS, this Ordinance also authorizes an agreement with Dragos, Inc. ("Dragos") for the Internal Network Security Monitoring Project in an amount not to exceed $285,580.00 which will be funded through this grant, and

WHEREAS, the Office of Public Utilities will pay Dragos directly and be reimbursed by APPA per the DOE Cooperative Agreement, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to accept said grants from the APPA, copies of which shall be on file with the City Clerk, to authorize the supplemental appropriation of said funds, and to authorize and agreement to Dragos in relation the project being funded by the said grant funds.

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 accepts and authorizes the execution of Department of Energy ("DOE") Grant No DE-CR0000015 in the amount of Three Hundred Sixty-One Thousand Three Hundred Twenty-Seven Dollars and No Cents ($361,327.00) from the APPA on behalf of the City of Springfield Office of Public Utilities.

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

Section 3. That the City Council hereby authorizes a supplemental appropriation in the amount of Three Hundred Sixty-One Thousand Three Hundred Twenty-Seven Dollars and No Cents ($361,327.00) for the Office of Public Utilities.

Section 4. The City of Springfield Office of Budget and Management is hereby to effectuate the supplemental appropriation for the Office of Public Utilities from Revenue Account 102-100-CBC-8233-CW77 into expenditure account 102-100-CBC-3892-1706 in the amount of Three Hundred Sixty-One Thousand Three Hundred Twenty-Seven Dollars and No Cents ($361,327.00).

Section 5. The payment to Dragos for the total maximum amount of Two Hundred Eighty-Five Thousand Five Hundred Eighty Dollars and No Cents ($285,580.00) from Account No. 102-400-F-7882-1217 is hereby authorized, approved, and directed.

Section 6. That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 7. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____

SIGNED: _____, 2024

_____
MAYOR

Approved as to legal sufficiency: 6/28/24

_____
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-253

DRAGOS

Company Address:	1745 Dorsey Rd. Hanover, Maryland 21076 United States	**Quote Number:**	Q-10230-1
		Created Date:	10/18/2023
Payment Terms:	Net 30	**Expiration Date:**	11/17/2023
Prepared By:	Phil Jones	**Contact Name:**	Michael Schrader
Email:	pjones@dragos.com	**Phone:**	217.321.1310
		Email:	mike.schrader@cwlp.com
Bill To:	City Water Light and Power 1008 E Miller St Springfield, Illinois 62702 United States	**Ship To:**	City Water Light and Power 1008 E Miller St Springfield, Illinois 62702 United States

Product	Quantity	Net Unit Sales Price	Term (Months)	Total Price
Service - Remote Deployment & Installation Costs Up to 3 Sensors	1.00	$6,000.00	N/A	$6,000.00
Dragos OT Watch subscription, 1 Gbps	3.00	$9,000.00	24	$54,000.00
Dragos Sensor subscription license, 1 Gbps	3.00	$20,000.00	24	$120,000.00
Dragos Sensor model NS-1020-E	3.00	$14,500.00	N/A	$43,500.00
Dragos SiteStore model STS-500-E	1.00	$40,000.00	N/A	$40,000.00
Dragos SiteStore subscription license, STS-500	1.00	$10,000.00	24	$20,000.00
SFP+ Transceiver, LC single-mode	16.00	$130.00	N/A	$2,080.00

Total: $285,580.00

Description:

Grand Total : $285,580.00

Terms and Conditions

The purchase of Dragos products or services is governed by and subject to Dragos's standard terms and conditions, available here: www.dragos.com/end-user-terms-conditions ("Terms"), unless the parties have entered into a written, mutually-executed agreement intended to apply to this specific transaction. All prices are in US dollars and are exclusive of all sales, use, value-added, withholding, and other taxes or duties which are the obligation of the buyer, unless set forth above. Your acknowledgement of this quote or acceptance of the offerings shall constitute your acceptance of the Terms; any terms in a purchase order or other document provided by you are material alterations to the Terms and notice is hereby given of objection to and rejection of any such document or different terms therein.

The Individual accepting this Quote on behalf of a Company or Legal Entity represents that they have full authority to bind the Customer this Agreement. By assenting to these Terms (either by signing or placing an order), Customer accepts this Quote and will be invoiced with or without a Purchase Order. If Customer requires a Purchase Order for payment, Customer is required to send the Purchase Order to Dragos for processing prior to accepting this Quote.

2024-253

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: July 2, 2024
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: $ -361,327.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT:

TYPE OF ORDINANCE: Grant acceptance, supplemental appropriation of grant funds, agreement

ACCOUNTING INFORMATION: Revenue Account 102-100-CBC-8233-CW77 into expenditure account 102-100-CBC-3892-1706

PRIOR ORDINANCE INFORMATION: n/a

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: American Public Power Association / Dragos, Inc. CONTRACT AMOUNT: $ -361,327.00
(Original Amount if Change Order)

CONTRACT TERM: FY25-FY26 TYPE OF AWARD: Grant Acceptance

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

STAFF ANALYSIS: (This includes a description of the 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.)

An Ordinance Accepting American Public Power Association's (APPA) Department of Energy ("DOE") Cooperative Agreement DE-CR0000015 Subaward to Facilitate the Rapid Adoption and Deployment of Industrial Control Systems Cybersecurity Technologies for Distribution and Municipal Utilities Program Funding Opportunity in the amount of $361,327.00 on behalf of the City of Springfield Office of Public Utilities Electric Division, Transmission and Distribution Department for Advanced Cybersecurity Risk Monitoring and Mitigation in the Electric Critical Infrastructure.

This Ordinance accepts and authorizes the execution of the DOE Cooperative Agreement DE-CR0000015 Subaward grant. This grant provides funding for the City to start the Subaward funded projects and deploy Cybersecurity Operational Technology (OT) to monitor security risk and operational efficiency of critical electrical infrastructure by integrating advanced technologies including AI analytics. This project aims to enhance early threat detection and ensure swift incident response. The system's real-time monitoring offers heightened security, ultimately safeguarding vital infrastructure. The Subaward grant will cover FY25 and FY26 with a project end date of September 30, 2026.

The Office of Public Utilities is requesting a supplemental appropriation in the amount of $361,327.00 from funds received through this grant. (A portion of these funds will be used for an agreement with Dragos, Inc. ("Dragos"), the remainder will be used for additional projects not yet finalized.)

This Ordinance also authorizes an agreement with Dragos, Inc. ("Dragos") for the implementation, software, and hardware costs in relation to the Internal Network Security Monitoring Project in an amount not to exceed $285,580.00. The Utility will pay Dragos and invoice APPA for reimbursement from approved Grant funds with payment to be made within 30 days of invoice receipt.

The Grant will be used to implement solutions to meet NERC, FERC, and regulatory requirements.

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

GBM

2024-253

A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS TO RECONSTRUCT FIFTH STREET FROM ASH STREET TO SPRUCE STREET (MFT SECTION #24-STATE-00-RS) FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, on June 21, 2024, the State of Illinois sent a letter of intent informing the City that the Illinois Department of Transportation (IDOT) is in the preliminary engineering phase to improve FAP666, Bus-55, 5th Street; and

WHEREAS, the proposed improvements consist of, but are not limited to, the reconstruction of 5th Street from Spruce Street to South of Ash Street in Springfield, installation of new storm sewer in various locations, replacement of traffic signals at the intersections of 5th Street and Laurel Street and 5th Street and Ash Street, the reconstruction of sidewalk curb ramps to comply with the Americans with Disabilities Act ("ADA") requirements; and

WHEREAS, the improvement proposes to replace deteriorated curb and gutter and entrances through the section; and

WHEREAS, the City of Springfield is requested to sign a letter of intent with IDOT; and

WHEREAS, it is estimated that the City's cost will be $605,820.00 for the share of improvements; and

WHEREAS, the City of Springfield will receive an agreement for execution prior to the project being bid by IDOT.

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

Section 1: That the Mayor is authorized to execute the letter of intent with the Illinois Department of Transportation

Section 2: 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:

6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2024\Resolution\Letter of intent - Reconstruct 5th Street from Ash to Spruce.doc

2024-254

Illinois Department of Transportation
Office of Highways Project Implementation / Region 4 / District 6
3215 Executive Park Drive / Springfield, Illinois 62703

June 21, 2024

LETTER OF INTENT

Honorable Misty Buscher
Mayor of Springfield
800 East Monroe
Springfield, IL 62701

RE: Route: FAP 666 (Bus I-55) 5th Street
Section (108Z)R,SW,TS
Sangamon County
Contract No. 72759
Spruce Street to south of Ash Street in Springfield

Dear Mayor Buscher:

The Illinois Department of Transportation (IDOT) is in the preliminary engineering phase to improve FAP 666, 5th Street/I-55 Business Loop. The proposed improvements consist of, but are not limited to, the reconstruction of 5th Street from Spruce Street to south of Ash Street in Springfield, installation of new storm sewer in various locations, replacement of traffic signals at the intersections of 5th Street/Laurel Street and 5th Street/Ash Street, and the reconstruction of the sidewalk curb ramps to comply with the Americans with Disabilities Act (ADA) requirements. Additionally, the improvement proposes to replace deteriorated curb and gutter and entrances throughout the section.

This letter will serve to show the intent of IDOT and the City of Springfield to enter into an agreement to share the costs associated with the project. This joint agreement will be prepared by the Department during the design stage of the project.

Based on previous City/State agreements and current Department policy, reconstructing the three through traffic lanes, two lying east of the centerline and one lying west of the centerline, and the curb and gutter adjacent to those traffic lanes from Spruce Street to Laurel Street, as well as reconstructing the three through traffic lanes from Laurel Street to south of Ash Street shall be split 80% Federal / 20% State. Reconstructing the parking lane, fourth through traffic lane, turn lanes, and adjacent curb and gutter, entrances, and side streets shall be split 80% Federal / 20% City.

The Department also proposes to replace traffic signals at the intersections of 5th Street/Laurel Street and 5th Street/Ash Street. According to the Master Agreement, the funding for signal replacement will be 80% Federal / 10% State / 10% City at 5th Street/Ash Street and 80% Federal / 20% City at 5th Street/Laurel Street.

Funding for the remainder of the project will be split 80% Federal / 20% State.

The table provided below outlines an option that is available for the City's consideration. Please note the estimated construction costs for those improvements requiring City participation includes a 15% engineering fee.

2024-254

Division of Costs			
2023 FY Funding			
Improvements	**City Costs**	**Federal/State Costs**	**Total**
20% STATE/ 80% FEDERAL (Reconstruction 3 thru lanes, New Curb and Gutter and Storm Sewer, Sidewalk Curb Ramps)		$1,886,700	$1,886,700
20% CITY/80% FEDERAL (Parking Lane Reconstruction,4th Driving and Turn Lane Reconstruction, Adjacent Curb and Gutter replacement, Entrance Reconstruction, Reconstruction side streets)	$341,500	$1,366,100	$1,707,600
20% CITY/80% FEDERAL (Traffic Signal Replacement: 5th/Laurel St.)	$123,100	$492,200	$615,300
10% CITY/ 10% STATE/ 80% FEDERAL (Traffic Signal Replacement: 5th/Ash St.)	$62,200	$560,200	$622,400
TOTAL CONSTRUCTION COSTS	**$526,800**	**$4,305,200**	**$4,832,000**
ENGINEERING COSTS (15%)	**$79,020**		
TOTAL CITY COSTS	**$605,820**		

This project is currently included in the Department's Fiscal Year (FY) 2025 -2030 Highway Improvement Program. We are tentatively targeting FY 2025 for construction of this improvement, subject to the availability of funds.

Please sign the enclosed **Letter of Intent** and return with your original signature in the enclosed, self-addressed, stamped envelope. Upon receipt of this copy, we will assume you agree to all terms stated herein.

If you have any questions, please contact Jon Kelley (217) 785-2739, or by email at Jonathan.Kelley@illinois.gov.

Sincerely,

Jeffery P. Myers, P.E.
Region Four Engineer

By: _____
Greg Heckel, P.E.
Program Development Engineer

JPM/GBH/JBK/kea

Enclosure

cc: Programming
Project Support

2024-254

RE: Route: FAP 666 (Bus I-55) 5th Street
Section (108Z)R,SW,TS
Sangamon County
Contract No. 72759
Spruce Street to south of Ash Street in Springfield

Attn: Jon Kelley, P.E.

____ **The City agrees to participate in the project costs**.

The City of Springfield agrees to financially responsible for 20% of the costs associated with reconstructing the parking lane, fourth through traffic lane, turn lanes, and adjacent curb and gutter, entrances, and side streets currently present from Spruce Street to south of Ash Street.

The City of Springfield agrees to financially responsible for 10% of the costs associated with the traffic signal replacement at the intersection of 5th Street/Ash Street in accordance with the current Master Agreement in place between IDOT and the City of Springfield.

The City of Springfield agrees to financially responsible for 20% of the costs associated with the traffic signal replacement at the intersection of 5th Street/Laurel Street in accordance with the current Master Agreement in place between IDOT and the City of Springfield.

Upon completion of the improvement, the City agrees to maintain or cause to be maintained, those portions of the improvement which are not to be maintained by the State including all the pavement located outside the three traffic through lanes including traffic lanes, turn lanes, and parking lanes and their adjacent curb and gutter, sidewalks, manholes, inlets, combined storm/sanitary sewer, and City owned utilities and appurtenances. The total estimated cost to the City of Springfield is **$605,820**.

____ **The City does not agree to participate in the project costs**.

Accepted _____ _____
Honorable Misty Buscher — Date
Mayor of Springfield

2024-254

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/2/2024

CONTACT PERSON: Nathan Bottom

OFFICE REQUESTING: Public Works

PHONE NUMBER: (217) 789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS TO RECONSTRUCT FIFTH STREET FROM ASH STREET TO SPRUCE STREET (MFT SECTION #24-STATE-00-RS) FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Letter of intent

STAFF ANALYSIS

The Letter of Intent informs the City that the State is planning to reconstruct 5th Street from Ash Street to Spruce Street. The City of Springfield has cost sharing responsibilities for installing storm sewer, replacement of traffic signals at 5th & Laurel and 5th & Ash, reconstructing sidewalk curb ramps, as well as replacing deteriorated curb and gutter and entrances through this section. The City will receive an agreement for execution prior to the project being bid by IDOT. It is estimated that the City's cost will be $605,820 for the share of improvements.

FUNDS CHECK BY: Courtney Hargrave **Date:** 06.21.2024

DIRECTOR / SUPERVISOR: [signature] **Date:** 21 JUN 24

CITY PURCHASING AGENT: J Michael Testo **Date:** 6-21-2024

SIGN OFF: _____ _____ 6/24/24

(Mayor's Signature) GEM (Director of ORM)

The information supplied on this form is not confidential information.

2024-254

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND ROBERT JOE REYNOLDS FOR THE PROPERTY LOCATED 674 & 680 W. CAMP SANGAMO ROAD, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Robert Joe Reynolds ("Owner") has filed a petition that the City annex certain property legally described as follows:

The East 70.0 feet of Lot 11, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, and that part of Lot 10 described as follows:

Commencing at the Northwest corner of said Lot 10, at an axle; thence South 50.00 feet to the point of beginning; thence East 2.00 feet; thence South 50.00 feet; thence West 2.00 feet; thence North along the West line of said lot 10 to the point on beginning.

Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North. Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT; the South Half of Lot 11 and the East 70.00 feet.

Commonly known as 674 & 680 W. Camp Sangamo Road and more particularly described on the annexation plat attached hereto as Exhibit A; and

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves an annexation agreement with Robert Joe Reynolds ("Owner") to consider the annexation of property located at 674 & 680 W. Sangamo Road. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

6/28/24
_____
Office of Corporation Counsel / Date

Return To:
City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **Robert Joe Reynolds** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS,** ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2024.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, Robert Joe Reynolds, are the owner(s) of record of a tract of Land consisting of approximately 3.75 acres (irregularly shaped parcel) located at 674 & 680 W. Camp Sangamo Rd, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: 14-09.0-126-023 & 14-09.0-126-040, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on _____, 2024, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. All construction work shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

Section 3. Improvements

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of West Camp Sangamo Road bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Right-of-Way Dedication

The Owner(s) shall dedicate and convey to the City the North ten feet of Lots 11 and 12 for the improvements to West Camp Sangamo Road. Such dedication and conveyance shall be at no cost to the City. The deed of right of way shall be prepared by the City, or may be dedicated through the platting process. The method of dedication shall be determined by the City. The Owner(s) shall be required to provide a plat of right-of-way based upon a survey at the time the Owner(s) sign this Agreement.

Section 5. Conveyance of Real Estate

Any conveyance, dedication or donation of real estate required of the Owner(s) to the City or any government authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed or plat of dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

1. Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

2. Terms of this Agreement;

3. General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication. At the time the conveyance is accepted by the City, the Owner(s) shall calculate a pro-ration of the taxes for the property conveyed, and shall provide payment to the City for Owner(s) share of the taxes. Payment shall be by cash or check, payable to "City of Springfield", and shall be delivered to the Office of Public Works, 300 South Seventh Street, Springfield, Illinois 62701;

4. Such other exceptions acceptable to the City.

D. Commitment for Title Insurance. The Owner(s) shall provide to the City, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from a title insurance company acceptable to the City. The commitment for title insurance shall be in usual and customary form subject only to:

1. The usual and customary standard exceptions contained therein;

2. Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;

3. Subparagraphs 1 and 2 of paragraph C above;

4. Such other exceptions as are acceptable to the City.

The commitment for title insurance shall be in the amount of One Thousand and no/100ths Dollars ($1,000.00) and shall be dated not less than thirty (30) days prior to the time for delivery of the deed, conveyance or dedication.

All title insurance charges herein provided shall be borne by the Owner(s).

E. Taxes, Liens, Assessments, etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed to delivery of the deed, conveyance or dedication. To the extent that any such tax cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, the Owner(s) hereby covenant that they will indemnify, hold harmless and defend the City against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the Owner(s) and City, otherwise at a date, time and place set by City not less than thirty (30) days after notice thereof is given by the City to the Owner(s).

Section 6. Water Service

A. The Land has frontage on a 10-inch water main owned and operated by the City running along Camp Sangamo Road. Owner(s) shall be permitted to tap on to said municipal water main for the purpose of servicing a single family home located on the Land.

B. The Owner(s) agrees to pay a 1" or smaller service tap fee of $1,800.00 for service to the single family home located on the Land. If the Owner(s) wishes to service any other buildings on the Land, Owner(s)s shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

C. The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

D. The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

E. The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

F. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 7. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

A. Electric, telephone and cable TV should be installed in a joint trench;

B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;

C. The installation of all utilities shall be along the roadways, not in the rear of lots;

D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 8. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 9. Sanitary Sewer

The Land is not located within the Sangamon County Water Reclamation District ("SCWRD"). The Owner(s) agree to annex to the Sangamon County Water Reclamation District and follow all requirements of City Codes and Standards regarding sanitary sewer collection, installation, operation and maintenance.

Section 10. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 11. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:
City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West
300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

To Owner(s):
Robert Joe Reynolds
680 W. Camp Sangamo Rd
Springfield, IL 62702

With a copy to:
Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701
Facsimile: (217) 789-2397

Section 12. Time

Time shall be of the essence in this Agreement.

Section 13. Power to Execute

The Owner(s) as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 14. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 15. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date.

Section 16. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 17. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Agreement until such

obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 18. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner(s) hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 19. Indemnification

Owner(s) shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 20. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 21. Severability

If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 23. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 24. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 25. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By:_____ **ATTEST:**_____
Mayor **City Clerk**

OWNER Robert Joe Reynolds

By: R. Joe Reynolds

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Robert Joe Reynolds**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4 day of June, 2024.

Nicole D. Cunningham
Notary Public

Official Seal
Nicole D Cunningham
Notary Public State of Illinois
My Commission Expires 6/7/2025

S:\Agreements\ANNEXATIONS\674 680 Cmp Sangamo Rd.doc

2024-255

Ex A

2023-2202

ANNEXATION PLAT

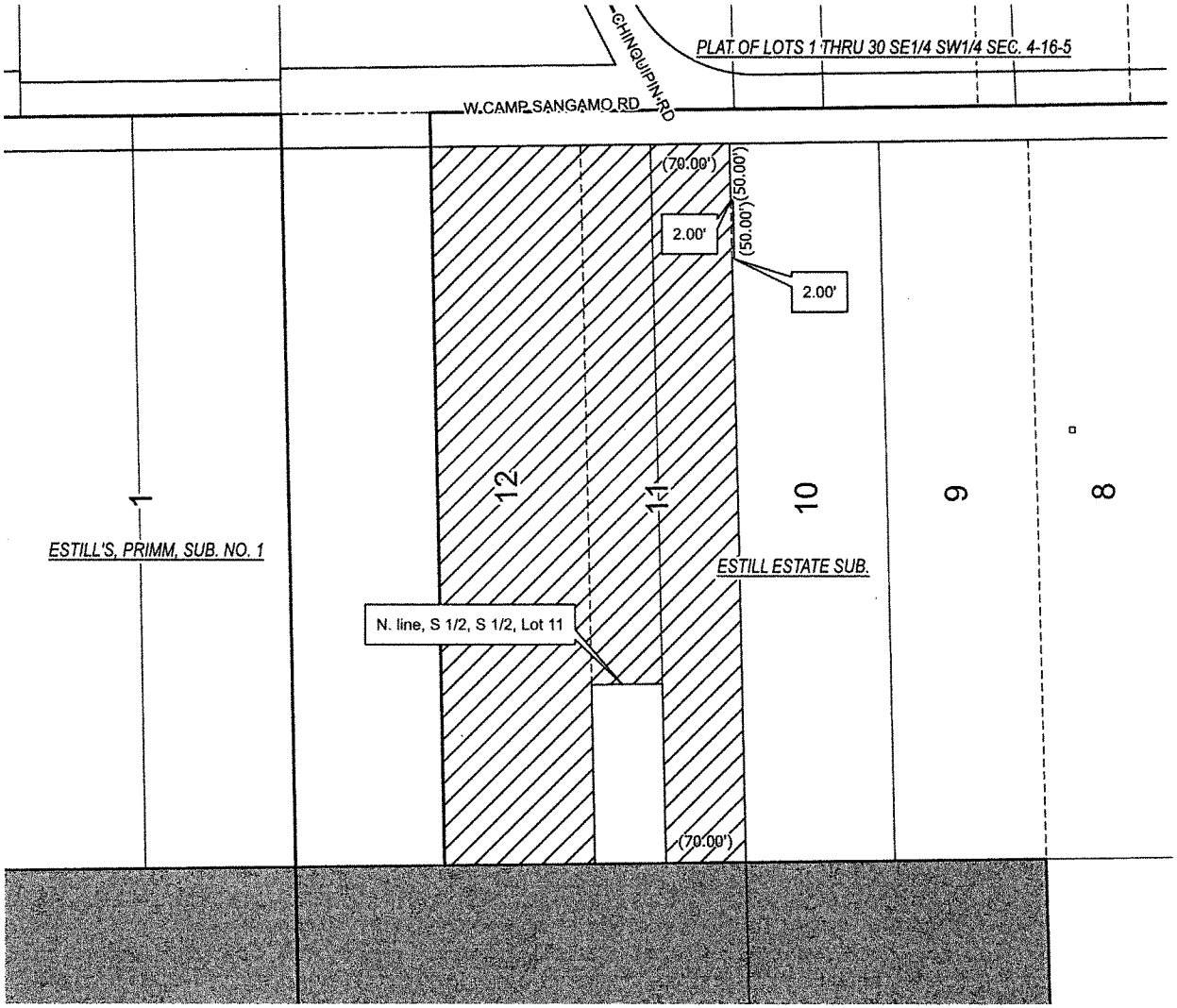
N 1/2, NW 1/4, Sec 9, T16N, R5W, 3rd PM

PIN: 14-09.0-126-023
& 14-09.0-126-040
674 & 680 W. Camp Sangamo Road

DESCRIPTION:
The East 70.00 feet of Lot 11, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, and that part of Lot 10 described as follows:

Commencing at the Northwest corner of said Lot 10, at an axle; thence South 50.00 feet to the point of beginning; thence East 2.00 feet; thence South 50.00 feet; thence West 2.00 feet; thence North along the West line of said lot 10 to the point of beginning.

Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT; the South Half of the South Half of Lot 11 and th East 70.00 feet.



Proposed Annexation
Springfield Corp. Limits
(100.00') Record Distance

N
W E
S

Scale: 1 inch =100 feet

NOTE:
The parcel shown is based on the Plat of Estill Estate Subdivision recorded in Book 12 on Page 52 and the deeds recorded as Documents 2021R05309 and 2021R05308 in the Sangamon County Recorder's Office.

ROBERT D. LOWE
3120
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
SPRINGFIELD, ILLINOIS

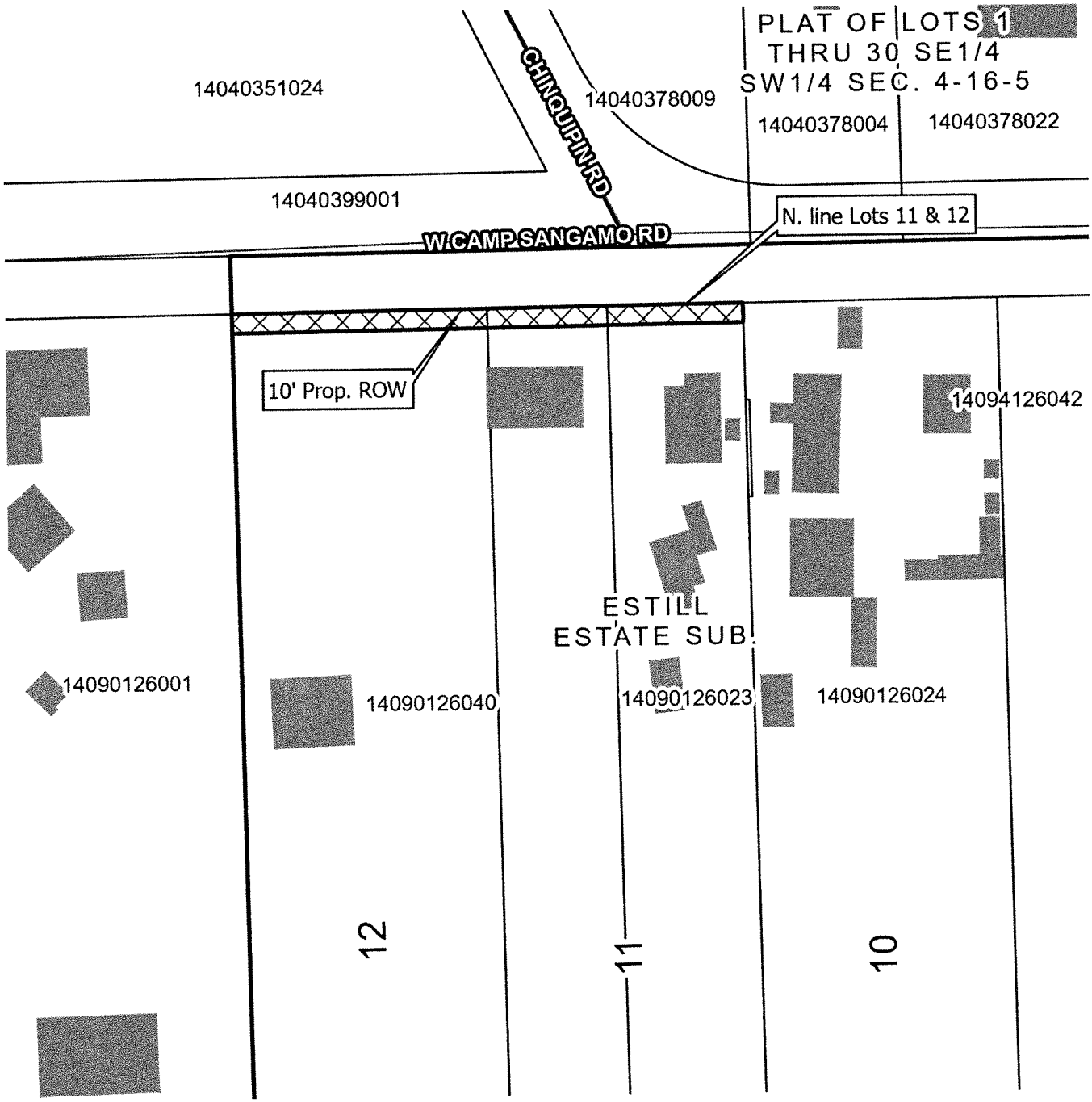
I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2024

12/4/2023
Date

Proposed Right-of-Way Exhibit

N 1/2, NW 1/4, Sec 9, T16N, R5W, 3rd PM



Legend

- Building Footprint
- Parcel Lines
- Proposed ROW

N
W E
S

Scale: 1 inch =80 feet

Exhibit B

2024-255

Right-of-Way Description
PIN: 14-09.0-126-023 & 040

The North 10.00 feet of Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 0.061 acre, more or less.

2024-255

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **June 10, 2024**

First Reading: **7/2/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

Annexation Information

Petitioner Name: **Robert Joe Reynolds**

Property Address: **680 W CAMP SANGAMO RD**

Number of electors residing at property: **1**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

Director, Public Works/City Engineer | Mayor GEM | Director, OBM

AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY LOCATED AT 674 & 680 W. CAMP SANGAMO ROAD, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Robert Joe Reynolds ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

The East 70.0 feet of Lot 11, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, and that part of Lot 10 described as follows:

Commencing at the Northwest corner of said Lot 10, at an axle; thence South 50.00 feet to the point of beginning; thence East 2.00 feet; thence South 50.00 feet; thence West 2.00 feet; thence North along the West line of said lot 10 to the point on beginning.

Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North. Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT; the South Half of Lot 11 and the East 70.00 feet.

Commonly known as 674 & 680 W. Camp Sangamo Road and more particularly described on the annexation plat attached hereto as Exhibit A;

WHEREAS, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and no electors reside upon or occupy any territory within the above-described property; and

WHEREAS, trustees of the North Side Fire Protection District, the Springfield Board of Trustees and the Springfield Township Commissioner of Highways, Ron Smith, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

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

Section 1: That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-1 *et seq.*

Section 2: A certified copy of this Ordinance together with the plat attached hereto at Exhibit "A" shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

Section 3: That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

Section 4: That this ordinance shall become effective immediately upon its passage and proper recording.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ / 6/28/24
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\Public Works\2024\Annexation\Agreement\674 & 680 Camp Sangamo Road.doc

2024-256

Legal Notification Sheet

Gregory Moredock

Date: **June 10, 2024**

Petitioner's Name: **Robert Joe Reynolds**

Property Address: **680 W CAMP SANGAMO RD**
SPRINGFIELD, IL 62707

Legal Description

The East 70.00 feet of Lot 11, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, and that part of Lot 10 described as follows:

Commencing at the Northwest corner of said Lot 10, at an axle; thence South 50.00 feet to the point of beginning; thence East 2.00 feet; thence South 50.00 feet; thence West 2.00 feet; thence North along the West line of said lot 10 to the point of beginning.

Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT; the South Half of the South Half of Lot 11 and the East 70.00 feet.

Public Library District: **None**

Fire Protection District: **North Side**

Township & Commissioner: **Springfield - Ron Smith**

Attorney: **Corporation Counsel**
City of Springfield
Room 101, Municipal Building

Electors: **1**

2024-256

2024

Ex A

ANNEXATION PLAT

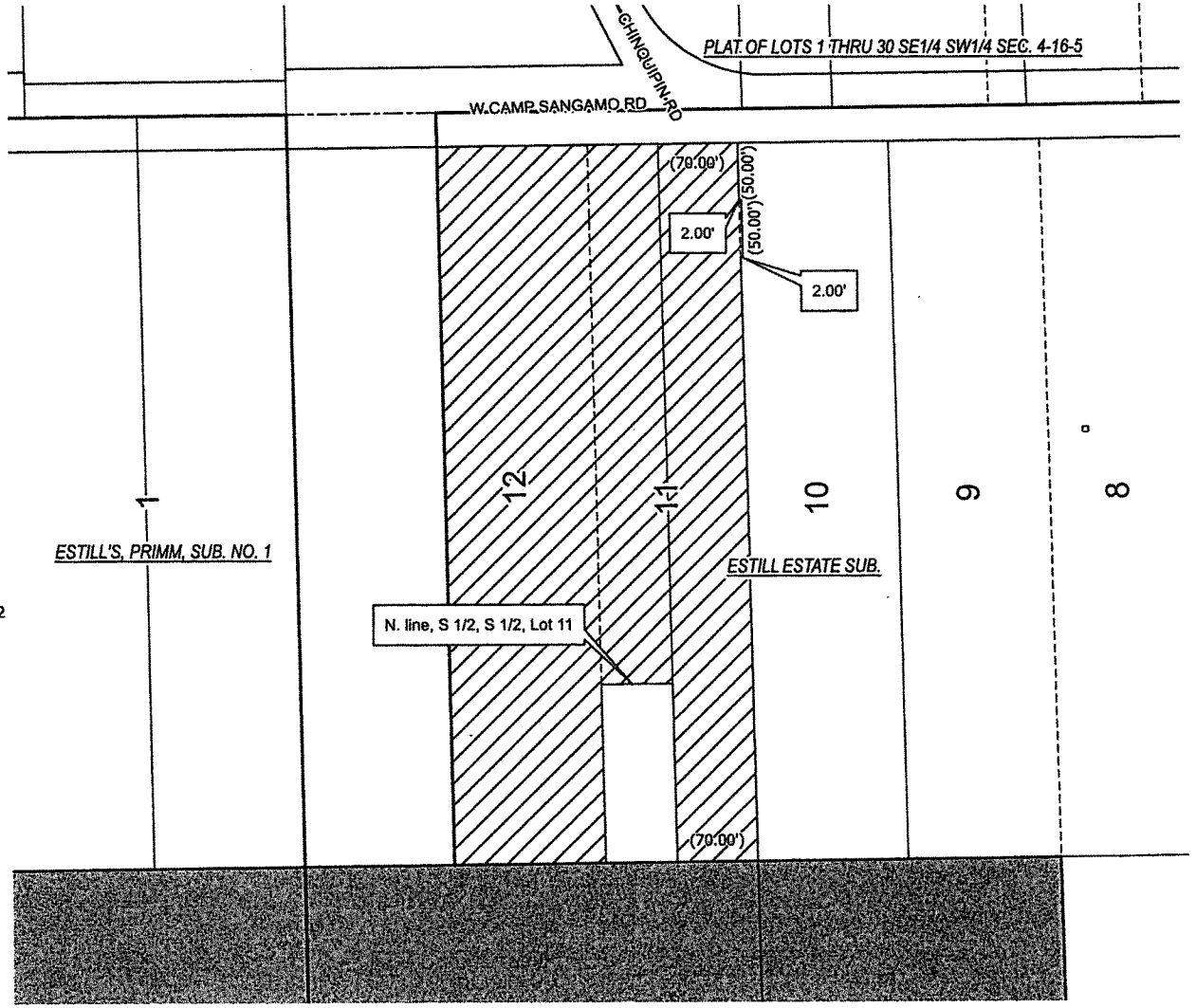
N 1/2, NW 1/4, Sec 9, T16N, R5W, 3rd PM

PIN: 14-09.0-126-023
& 14-09.0-126-040
674 & 680 W. Camp Sangamo Road

DESCRIPTION:
The East 70.00 feet of Lot 11, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, and that part of Lot 10 described as follows:

Commencing at the Northwest corner of said Lot 10, at an axle; thence South 50.00 feet to the point of beginning; thence East 2.00 feet; thence South 50.00 feet; thence West 2.00 feet; thence North along the West line of said lot 10 to the point of beginning.

Lots 11 and 12, Estill Estate Subdivision in the North Half of the Northwest Quarter of Section 9, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT; the South Half of the South Half of Lot 11 and th East 70.00 feet.



Proposed Annexation
Springfield Corp. Limits
(100.00') Record Distance

N
W E
S

Scale: 1 inch =100 feet

NOTE:
The parcel shown is based on the Plat of Estill Estate Subdivision recorded in Book 12 on Page 52 and the deeds recorded as Documents 2021R05309 and 2021R05308 in the Sangamon County Recorder's Office.

ROBERT D. LOWE
3120
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
SPRINGFIELD, ILLINOIS

I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2024

12/4/2023
Date

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Robert Lowe**

Date: **June 10, 2024**

First Reading: **7/2/2024**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: **Robert Joe Reynolds**

Property Address: **680 W CAMP SANGAMO RD**

Number of electors residing at property: **1**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **N**

Director, Public Works/City Engineer | Mayor | Director, OBM

2024-256

2024-257

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR ENGINEERING SERVICES FOR SEWER REHABILITATION IN THE NORTHEAST PILOT AREA, IN AN AMOUNT NOT TO EXCEED $537,000.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works is in need of engineering services for sewer rehabilitation in the northeast pilot area and will include preparation of design documents, bidding preparation, construction, observation, administration and assessment of the rehabilitation of sewer mains and manholes; and

WHEREAS, the said work was recommended in the Northeast Area – Revised Sanitary Sewer Alternatives Analysis report submitted to and approved by the U.S. EPA as part of Administrative Order Docket No. V-W-12-AO-23, and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, Crawford, Murphy and Tilly, Inc. is willing and able to provide the engineering services in an amount not to exceed $537,000.00; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a Professional Services agreement with Crawford, Murphy & Tilly, Inc. for engineering services for sewer rehabilitation in the northeast pilot area and will include preparation of design documents, bidding preparation, construction, observation, administration and assessment of the rehabilitation of sewer mains and manholes, in an amount not to exceed $537,000.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Crawford, Murphy & Tilly, Inc. (0CRA4901) in the amount of $537,000.00 from account number 015-110-SEWR-SEWR-2306 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after 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:

6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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

MEMORANDUM

TO: **Matt Gairani**
Office of Public Works

FROM: **Mike Lesko,**
Purchasing Agent

DATE: **June 24, 2024**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet with Crawford Murphy and Tilly, Inc. for professional engineering services for sanitary and sewer rehabilitation in the northeast control area for a not to exceed amount of $537,000.00 for the Office of Public Works

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

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-257

CMT

June 21, 2024

Mr. Vince Smith, PE
Sewer System Engineer
City of Springfield – Office of Public Works / Sewer Division
Municipal Center West, Room 201
Springfield, Illinois 62701

Re: City of Springfield – Office of Public Works / Sewer Division
Northeast Area – Control Area Investigation

Dear Mr. Smith:

As a follow-up to our discussion on providing sanitary sewer investigation services in the Northeast Control Area, CMT has prepared a proposal to provide professional engineering services to the City of Springfield to investigate the sanitary and storm sewer systems in accordance with the Sanitary Sewer Alternatives Analysis Report submitted to USEPA on January 29, 2019.

Please review the enclosed proposal and contact us if you have any questions. If our proposal is acceptable, please have the agreement executed and return a copy to CMT.

We appreciate the opportunity to provide these services to the City of Springfield. Thank you for your consideration.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

Timothy F. Sumner, PE, CFM, CSM
Project Manager

enclosures

2024-257

2024 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Springfield, IL, whose address is 203 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Assist **CLIENT** with performing intensive evaluation of the **Northeast Control Area** as recommended in the *Northeast Area – Revised Sanitary Sewer Alternatives Analysis* report dated January 29, 2019. A detailed scope of services is provided in Exhibit **A**.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

☒ On a time and expense basis not to exceed $537,000 in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.

☐ At the lump sum amount of $_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

- **ENGINEER** shall provide professional engineering services as outlined in the Scope of Services (Exhibit A) attached to this **AGREEMENT**.
- **ENGINEER** shall not proceed with work other than that shown in Exhibit A of the **AGREEMENT** without additional authorization and compensation from the **CLIENT** and an amendment to this **AGREEMENT**.
- Additional work required, if any, that is outside the Scope of Services of this **AGREEMENT** shall be compensated on an hourly rate basis according to the attached Schedule of Hourly Charges.
- **CLIENT** agrees to provide **ENGINEER** with requested documents and data pertaining to the sewer system.
- **CLIENT** agrees to clean and inspect sewers as described in Exhibit A for the **ENGINEER.**
- The Control Area draft evaluation report will be prepared and submitted to the **CLIENT** on or before July 31, 2025.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2024.

CLIENT:	**ENGINEER:**
CITY OF SPRINGFIELD	**CRAWFORD, MURPHY & TILLY, INC.**
(Client Name)	
	Christina Crites
(Signature)	(Signature)
MISTY BUSCHER - MAYOR	**CHRISTINA L. CRITES, PE – VICE PRESIDENT**
(Name and Title)	(Name and Title)
	June 20 2024
Date	Date

CMT Job No. 24006976.00

6/20/2024

2024-257

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed $50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation ☐ Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of $50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT, ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	$ 290
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	$ 280
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 240
Sr. Structural Engineer II Sr. Architect II	$ 225
Sr. Technician II	$ 200
Aerial Mapping Specialist	$ 195
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 195
Technical Manager II Environmental Scientist III	$ 180
Sr. Technician I	$ 175
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 175
Environmental Scientist II Technician II	$ 150
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 125
Administrative/Accounting Assistant	$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
NORTHEAST CONTROL AREA SEWER SYSTEM INVESTIGATION
SCOPE OF PROFESSIONAL SERVICES

General

From Section 4.2 of the *Northeast Area Sanitary Sewer Alternatives Analysis* report dated January 29, 2019, a pilot area approach was proposed before proceeding with overall system improvements to ensure public funds are used efficiently to redirect inflow and infiltration (I&I) away from the sanitary sewer system. The intent is to establish the most cost effective I&I reduction approach with the pilot area work. The resulting approach can then be applied to the remainder of the study area to reduce system wide I&I to a level that eliminates sanitary sewer overflows (SSOs) for the 5-year storm event (20% recurrence interval storm). A plan was outlined that established a pilot and control area to determine the effectiveness of rehabilitating the public and private sewers, as well as redirecting clear water sources away from the sanitary sewer system. USEPA concurred with the pilot and control area approach. The City and USEPA agreed to an implementation schedule that requires all the evaluation, design and construction work in the study area be completed by July 31, 2035.

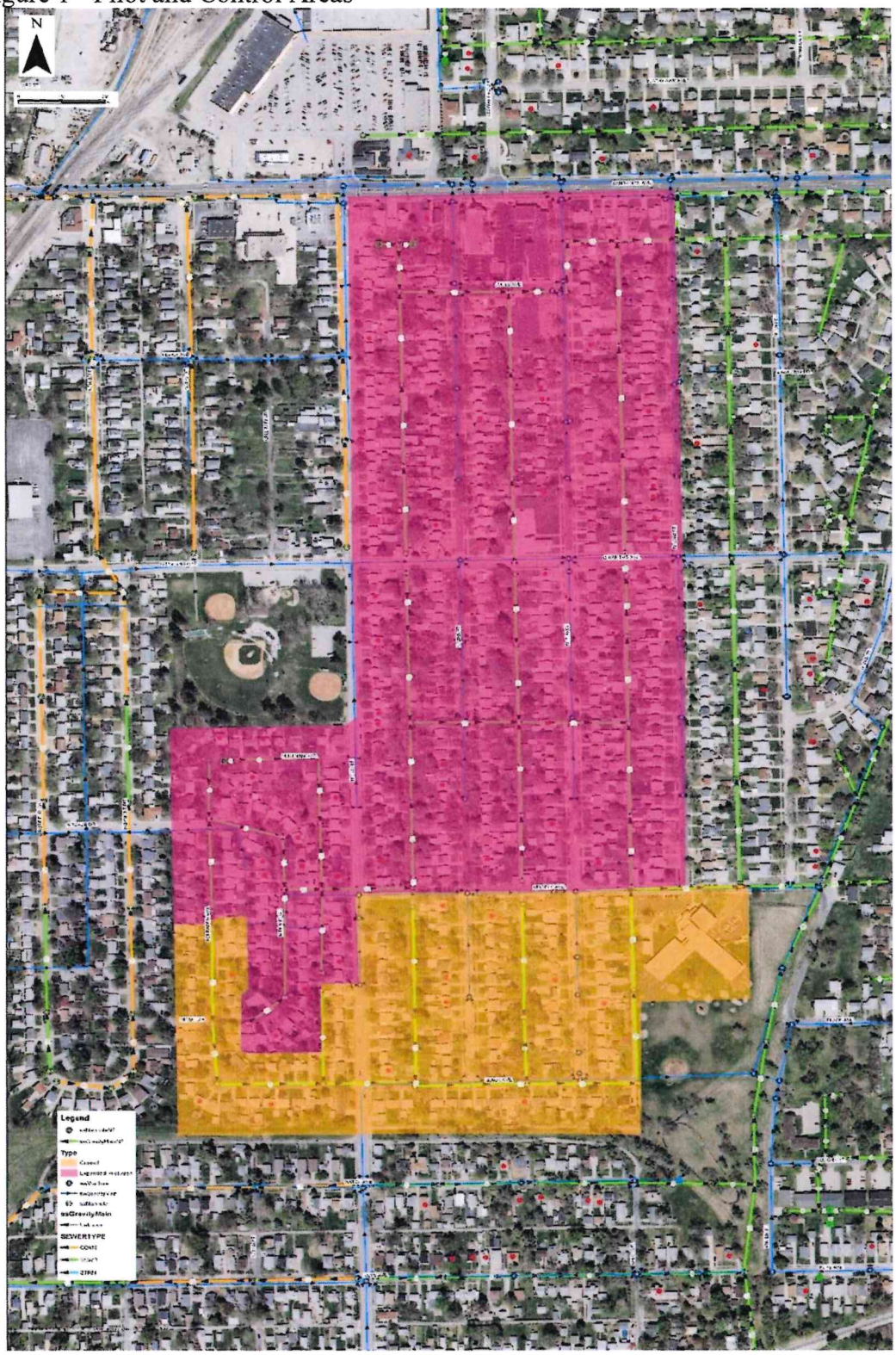
Figure 1 shows the pilot area as the pink shading and the control area as the orange shading. Intensive evaluation of the sewer system in the pilot area was started in 2022 and completed in 2023. Results were documented in a report titled *Northeast Pilot Area Sewer Investigation*, dated December 2023. The report recommended rehabilitation of sewer mains, manholes and the first eight feet of the laterals. The adjacent control area was intended not to have any work done to gauge success in the pilot area. Since rehabilitation work is under way in the pilot area, it is necessary to begin evaluation of the control area so that the overall implementation schedule can stay on track.

I&I Reduction Approach

Intensive evaluation of the pilot area proved beneficial because the planning work identified most of the challenges with rehabilitating 65- to 80-year-old sewer mains, manholes and sewer lateral connections. Preliminary indications are that the recently completed sewer main lining has reduced peak flows in the sewer. Therefore, the same approach used in the pilot area will be used in the control area, which includes sewer main cleaning and inspection, manhole inspection, smoke testing of sewer mains and manholes to identify clear water connections, evaluating private property for clear water connections (downspouts, area drains, & sump pump connections), monitoring groundwater levels and inspecting sewer laterals from connection at the main to the house. Flow, rainfall and groundwater monitoring equipment will remain in place to assess impacts of the ongoing pilot area rehabilitation work. Lessons learned from the pilot area investigation will be applied to the control area, as documented in the *Northeast Pilot Area Sewer Investigation*, dated November 2023.

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
NORTHEAST CONTROL AREA SEWER SYSTEM INVESTIGATION
SCOPE OF PROFESSIONAL SERVICES

Figure 1 - Pilot and Control Areas



2024-257

EXHIBIT A
CITY OF SPRINGFIELD – OFFICE OF PUBLIC WORKS - SEWER DIVISION
NORTHEAST CONTROL AREA SEWER SYSTEM INVESTIGATION
SCOPE OF PROFESSIONAL SERVICES

Data Collection

Within the control area there are the following quantities based on available information:

- 8-inch sanitary sewer = 2,131 feet
- 12-inch sanitary sewer = 2,736 feet
- Number of sanitary manholes = 16
- Estimated sewer lateral length = 10,640 feet
- Number of residential parcels = 141
- ~Number of storm manholes & inlets = 44
- Storm sewer length = 6,474 feet
- Number of commercial property parcels = 1 (Fairview Elementary)
- Residences with basements = 33

There is a flow meter near Ridgely Avenue between 22nd and 23rd Streets that collects flow data from the control area and has been in place since May of 2013. Data collected from this location will document how the control area sewer system responds to wet weather, before and after rehabilitation.

Rain gauges have been recording rainfall in 0.01-inch increments at five-minute intervals at Wilcox and Fairview Elementary Schools since April of 2013 and June of 2019, respectively. Rainfall data collected at these locations will be used in the pre and post rehabilitation assessment of I&I reduction.

Groundwater monitoring wells located at 1652 North 19th and 1625 North 20th streets will remain in place to assess groundwater level changes associated with rainfall.

Control Area – City Responsibilities

The City will perform, coordinate and/or provide the following services to assist in the control area investigation:

- Provide televised inspection of the sanitary sewer mains in the control area.
- Provide televised inspection of storm sewer mains in the control area.
- Locate and field survey all storm sewers (mains, manholes & inlets) on State Plane Coordinates and the local vertical datum within the control area.
- Perform regular interval street sweeping in the control area.
- Clean and flush the sanitary sewer mains prior to sewer lateral launch inspections.

- Support CMT with obtaining permission to inspect private sewer laterals and private sewer system connections through the extent allowed by City Code Section 51.40 (Title V, Chapter 51, Article V – Inspections to Ensure Compliance).

Scope of Services for Control Area – CMT Responsibilities

CMT will provide, coordinate and manage the following services. Data collected by or under CMT shall be provided to the Sewer Division. Inspections shall utilize the latest minimum standards established by the National Association of Sewer Service Companies (NASSCO).

1. Review CCTV inspection video and reports for sanitary and storm sewer provided by the City of Springfield.
2. Review previously collected inspection and digital scanning data for sanitary and storm manholes in the control area.
3. Procure and implement subconsultant smoke testing services for sanitary sewer, storm sewer, and sewer laterals (~11,000 feet) to identify defects and improper exterior private property connections (e.g., downspouts, area drains, sump pumps) within the control area. Collect identified defects with GPS coordinates.
4. Procure and implement subconsultant dye water testing services for at least 10% of the sanitary sewer and storm sewer (~1,200 feet), to identify defects (e.g., cracked or broken pipe, cross connections) within the control area, if deemed necessary. Collect identified defects with GPS coordinates.
5. Televise, inspect (from sewer main to foundation) and water soak private sewer laterals (between pavement and property line) in the control area that complies with the lateral assessment certification program (LACP) by NASSCO. Lateral alignment will be obtained in this process by collecting the alignment through the inspection equipment and subsequent GPS survey. Permission to perform sewer lateral inspection is covered under existing City Code Section 51.40. Public notice will be provided through a sub-consultant via door hangers placed 48 hours in advance.
6. Review flow and rainfall data, smoke testing results, and televised sewer inspections to determine if any revisions to the XP-SWMM collection system model are required.
7. Update the private property inspection approach, forms and letters to assist with inspecting residential plumbing systems and improper sewer connections in the control area, looking for clear water connections to the sanitary sewer.
8. Schedule, track and inspect the exterior of private property for clear water connections (e.g., downspouts, area drains, sump pumps) to the sanitary sewer system.
9. Schedule, coordinate, track and inspect residential basement plumbing systems of properties in the control area, checking for improper sewer connections. Obtain approximate basement depths for properties inspected.

10. Prepare a sewer improvement plan report that recommends the work to be performed on the public sanitary and storm sewer systems as well as the private sewer laterals and residential plumbing systems (e.g., point repairs, rehabilitation or replacement, disconnection, overhead sewer conversion), associated cost, priority and timing of the work in accordance with the results of the pilot area post construction monitoring assessment report.
11. Provide project management, coordination, oversight and quality control of CMT's staff and sub-consultants to ensure delivery of the aforementioned services in a timely manner. Deliverables include updated monitoring data, field inspection reports, updated modeling results, if necessary, and recommendations for improvement compiled in a report.

CRAWFORD, MURPHY & TILLY, INC.
CONTRACT ATTACHMENT - EXHIBIT B - 2024 PROFESSIONAL SERVICES COST ESTIMATE
CLIENT: CITY OF SPRINGFIELD, IL
PROJECT NAME: NORTHEAST CONTROL AREA SEWER INVESTIGATION
CMT JOB NO.: TBD

TASK NO.	TASKS \ CLASSIFICATIONS	Principal	Proj Mgr II / Proj Eng II / Proj Envr Scien II	Proj Eng I / Proj Mgr I / Scientist I / Structural Eng I / Proj Arch II	Proj Arch I / Proj Envr Proj	Sr. Structural Eng II / Sr. Architect II	Sr. Technician II	Aerial Mapping Specialist	Sr. Eng I / Sr. Structural Eng I / Land Surveyor	Sr. Arch I / Envr Scientist III	Technical Manager II	Sr. Technician I	Eng I / Arch I / S
	CURRENT YEAR 2024 HOURLY RATES	$290	$280	$240	$225	$200	$195	$195	$180	$175			
1	Review CCTV inspection video & reports for sanitary & storm sewer			8				8					
2	Review previously collected sanitary & storm manhole inspections			4				4					
3	Procure & implement smoke testing services for all sewers			8						40			
4	Procure & implement dye water testing services for all 10% of sewers			8						16			
5	Televise, inspect & water soak private laterals			40						312			
6	Review data collection results to determine XP-SWMM updates			4				8					
7	Update private property inspection approach, letters & forms			8				4					
8	Schedule, track and inspect the exterior of private property for clearwater connections (e.g., area drains, downspouts, sump pumps)			8				4		280			
9	Schedule, coordinate, track & inspect private property basement plumbing systems for improper sewer connections			8						16			
10	Prepare sewer improvement plan report with recommendations			24				40		8			
11	Provide project management, coordination, oversight & quality control		8	96									
12													
13													
14													
15													
	TOTAL MAN HOURS		8	216				68		672			
	SUBTOTAL - BASE LABOR EFFORT		$2,240	$51,840				$13,260		$117,600			

	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES: TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	PP&E HOERR	SUBS ADMIN
1	Review CCTV inspection video & reports for sanitary & storm sewer	$10,480	$34							
2	Review previously collected sanitary & storm manhole inspections	$4,540								
3	Procure & implement smoke testing services for all sewers	$13,920	$268							
4	Procure & implement dye water testing services for all 10% of sewers	$6,720	$134						$30,000	$3,000
5	Televise, inspect & water soak private laterals	$64,200	$419						$18,000	$1,800
6	Review data collection results to determine XP-SWMM updates	$5,320							$203,000	$20,300
7	Update private property inspection approach, letters & forms	$3,700								
8	Schedule, track and inspect the exterior of private property for clearwater connections (e.g., area drains, downspouts, sump pumps)	$52,700	$603							
9	Schedule, coordinate, track & inspect private property basement plumbing systems for improper sewer connections	$14,720								
10	Prepare sewer improvement plan report with recommendations	$30,960							$19,000	$1,900
11	Provide project management, coordination, oversight & quality control	$25,280								
12										
13										
14										
15										
	TOTALS	$232,540	$1,457						$270,000	$27,000
	TIME PERIOD OF PROJECT	2024	2025	2026	2027	TOTAL	EST % OF OT HRS INCLUDED ABOVE			
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	50%	50%			100%	AVERAGE OVERTIME RATE PREMIUM			
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	0.5000	0.5250			1.0250	OT ADJUSTMENT FACTOR			
	ESTIMATED CONTINGENCY									
	ROUNDING									
	TOTAL FEE	MATH CROSS CHECK IS OK								

2024-257

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 7/2/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER: 217 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Professional Service **FISCAL IMPACT:** $537,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT BETWEEN CRAWFORD MURPHY & TILLY,INC.AND THE CITY OF SPRINGFIE;D FOR ENGINEERING SERVICES FOR SEWER REHABILITATION IN THE NORTHEAST CONTROL AREA IN AN AMOUNT NOT TO EXCCED $537,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Crawford Murphy and Tilly, Inc. **VENDOR NO:** 0CRA4901

CONTRACT TERM: to completion **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[X] Exception: Prof. Service
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	015	110	SEWR	4SUR	2306	$537,000.00
2						
3						
4						

FUNDS CHECK BY: Courtney Heard **Date:** 06-24-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 27JUN24
CITY PURCHASING AGENT: Michael Luna **Date:** 6-24-2024

COMMENTS

An ordinance authorizing a professional service agreement with CMT for engineering services for the Northeast Control Area.

SIGN OFF:

(Mayor's Signature) GFM (Director of OBM) 6/24/24

S\Excel\Forms\Ordinance Fact Sheet
2024-257

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-258

AN ORDINANCE RENEWING THE CONTRACTS WITH E.L. PRUITT CO., PETERSBURG PLUMBING AND EXCAVATING, LLC, REYHAN BROS. D/B/A SANGAMO CONSTRUCTION, AND P.H. BROUGHTON & SONS, INC. FOR CAVE-IN REPAIRS FOR A PERIOD OF TWELVE MONTHS IN AN AMOUNT NOT TO EXCEED $1,400,000.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City previously adopted ordinance number 033-01-23 accepting RFP PW23-31 with E.L. Pruitt Co., Perry Broughton Trucking & Excavating, Inc., Petersburg Plumbing and Excavating, LLC and Reyhan Bros., Inc. d/b/a Sangamo Construction Co. for cave-in repairs in an amount not to exceed $1,400,000.00; and

WHEREAS, all parties have agreed to an additional one year renewal of contract PW23-31 for cave-in repairs, including storm and sanitary sewers, inlets, manholes, and laterals, for an amount not to exceed $1,400,000.00; and

WHEREAS, it is in the best interest of the City to accepts the proposals from E.L. Pruitt Co., Perry Broughton Trucking & Excavating, Inc., Petersburg Plumbing and Excavating, LLC and Reyhan Bros., Inc. d/b/a Sangamo Construction Co.; and

WHEREAS, it is in the best interst of the City of Springfield to authorize an additional one year renewal of contract PW23-31.

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

Section 1: That the City Council hereby authorizes the renewal of contract PW23-31 with E.L. Pruitt Co., Perry Broughton Trucking & Excavating, Inc., Petersburg Plumbing and Excavating, LLC and Reyhan Bros., Inc. d/b/a Sangamo Construction Co. for cave-in repairs for an additional year for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay E.L. Pruitt Co. (PRU4900), Perry Broughton Trucking & Excavating, Inc. (0BRO3200), Petersburg Plumbing and Excavating, LLC (VC*1675) and Reyhan Bros., Inc. d/b/a Sangamo Construction Co. an amount not to exceed $1,400,000.00 from accounts as follows:

FROM ACCOUNTS	AMOUNTS
095-107-GENC-INFR-1204	$300,000.00
015-110-SEWR-0TAP-1204	$600,000.00
015-110-SEWR-0DEP-1204	$500,000.00

2024-258

Section 3: 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:

_____ 6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2024\Contract\PW EL Pruitt-Petersburg-Reyhan-Broughton sewer cave-in repairs RFP PW23-31 renewal.doc

2024-258

PROPOSAL FOR CAVE-IN REPAIRS

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above-referenced contract for the consideration stated hereinafter as follows. The unit prices below shall include all labor, equipment, incidental materials, tools, overhead and profit for completed work as specified below. This information is part of the criteria on which contract award and call order will be determined.

SECTION A - LABOR RATES

CLASSIFICATION	*HOURLY RATE*
Cement Mason (Hwy)	N/A
Laborer Foreman (Hwy)	81.89
Laborer (Hwy)	64.03
Operating Engineer, Class 1 (Hwy)	80.24
Operating Engineer, Class 2 (Hwy)	74.73
Operating Engineer, Class 3 (Hwy)	66.26
Operating Engineer, Class 4 (Hwy)	81.89
Plumber	75.25
Truck Driver, Class 1	N/A
Truck Driver, Class 2	N/A
Truck Driver, Class 3	N/A
Truck Driver, Class 4	N/A
Truck Driver, Class 5	N/A

ADDITIVES & OVERHEAD	*RATE*
Labor Overhead (0.35 Max)	0.35
Workman's Comp Insurance	0.03444
Public Liability & Property Damage Insurance (Excluding payroll of Truck Drivers)	0.013984
Federal Unemployment	0.006
State Unemployment	0.08625
Federal Social Security	0.0765
Payroll Additives Overhead (0.10 Max)	0.10
Material Overhead (0.15 Max)	0.15
Bond (0.0075 Max)	0.0075
Bond Overhead (0.10 Max)	0.10

SANGAMO CONSTRUCTION
PH 217/544-9871 FAX 217/544-9873

CITY OF SPFLD/CWLP HOURLY RATES EFFECTIVE May 1, 2024 to April 30, 2025

	Wage					Additives							
Trade	$/hr	Fringe	Total	Markup 35%	Total w/ Markup	W/C 8.00%	Other Ins 5.00%	FUT 0.60%	SUT 6.875%	SS 7.65%	Total	Markup 10%	Total w/Mark
Laborer ST	$ 34.04	$ 29.99	$ 64.03	$ 22.41	$ 86.44	$ 2.72	$ 1.70	$ 0.20	$ 2.34	$ 2.60	$ 9.57	$ 0.96	$ 10
Laborer OT	$ 51.06	$ 29.99	$ 81.05	$ 28.37	$ 109.42	$ 2.72	$ 1.70	$ 0.31	$ 3.51	$ 3.91	$ 12.15	$ 1.21	$ 13
Laborer DBLT	$ 68.08	$ 29.99	$ 98.07	$ 34.32	$ 132.39	$ 2.72	$ 1.70	$ 0.41	$ 4.68	$ 5.21	$ 14.72	$ 1.47	$ 16
Laborer Formn ST	$ 34.79	$ 29.99	$ 64.78	$ 22.67	$ 87.45	$ 2.78	$ 1.74	$ 0.21	$ 2.39	$ 2.66	$ 9.78	$ 0.98	$ 10
Laborer Formn OT	$ 52.19	$ 29.99	$ 82.18	$ 28.76	$ 110.94	$ 2.78	$ 1.74	$ 0.31	$ 3.59	$ 3.99	$ 12.42	$ 1.24	$ 13
Laborer Formn DBLT	$ 69.58	$ 29.99	$ 99.57	$ 34.85	$ 134.42	$ 2.78	$ 1.74	$ 0.42	$ 4.78	$ 5.32	$ 15.05	$ 1.50	$ 16
Cem Mason ST	$ 33.06	$ 29.69	$ 62.75	$ 21.96	$ 84.71	$ 2.64	$ 1.65	$ 0.20	$ 2.27	$ 2.53	$ 9.30	$ 0.93	$ 10
Cem Mason OT	$ 49.59	$ 29.69	$ 79.28	$ 27.75	$ 107.03	$ 2.64	$ 1.65	$ 0.30	$ 3.41	$ 3.79	$ 11.80	$ 1.18	$ 12
Cem Mason DBLT	$ 66.12	$ 29.69	$ 95.81	$ 33.53	$ 129.34	$ 2.64	$ 1.65	$ 0.40	$ 4.55	$ 5.06	$ 14.30	$ 1.43	$ 15
Cem Mason Formn ST	$ 35.06	$ 29.69	$ 64.75	$ 22.66	$ 87.41	$ 2.80	$ 1.75	$ 0.21	$ 2.41	$ 2.68	$ 9.86	$ 0.99	$ 10
Cem Mason Formn OT	$ 52.59	$ 29.69	$ 82.28	$ 28.80	$ 111.08	$ 2.80	$ 1.75	$ 0.32	$ 3.62	$ 4.02	$ 12.51	$ 1.25	$ 13
Cem Mason Formn DBLT	$ 70.12	$ 29.69	$ 99.81	$ 34.93	$ 134.74	$ 2.80	$ 1.75	$ 0.42	$ 4.82	$ 5.36	$ 15.16	$ 1.52	$ 16
Operator ST	$ 49.39	$ 32.50	$ 81.89	$ 28.66	$ 110.55	$ 3.95	$ 2.47	$ 0.30	$ 3.40	$ 3.78	$ 13.89	$ 1.39	$ 15
Operator OT	$ 74.09	$ 32.50	$ 106.59	$ 37.30	$ 143.89	$ 3.95	$ 2.47	$ 0.44	$ 5.09	$ 5.67	$ 17.63	$ 1.76	$ 19
Operator DBLT	$ 98.78	$ 32.50	$ 131.28	$ 45.95	$ 177.23	$ 3.95	$ 2.47	$ 0.59	$ 6.79	$ 7.56	$ 21.36	$ 2.14	$ 23
Operator Formn ST	$ 50.39	$ 32.50	$ 82.89	$ 29.01	$ 111.90	$ 4.03	$ 2.52	$ 0.30	$ 3.46	$ 3.85	$ 14.17	$ 1.42	$ 15
Operator Formn OT	$ 75.59	$ 32.50	$ 108.09	$ 37.83	$ 145.91	$ 4.03	$ 2.52	$ 0.45	$ 5.20	$ 5.78	$ 17.98	$ 1.80	$ 19
Operator Formn DBLT	$ 100.78	$ 32.50	$ 133.28	$ 46.65	$ 179.93	$ 6.05	$ 3.78	$ 0.60	$ 6.93	$ 7.71	$ 25.07	$ 2.51	$ 27
Carpenter ST	$ 38.54	$ 33.17	$ 71.71	$ 25.10	$ 96.81	$ 3.08	$ 1.93	$ 0.23	$ 2.65	$ 2.95	$ 10.84	$ 1.08	$ 11
Carpenter OT	$ 57.81	$ 33.17	$ 90.98	$ 31.84	$ 122.82	$ 3.08	$ 1.93	$ 0.35	$ 3.97	$ 4.42	$ 13.75	$ 1.38	$ 15
Carpenter DBLT	$ 77.08	$ 33.17	$ 110.25	$ 38.59	$ 148.84	$ 4.62	$ 2.89	$ 0.46	$ 5.30	$ 5.90	$ 19.17	$ 1.92	$ 21
Carpenter Formn ST	$ 40.29	$ 33.17	$ 73.46	$ 25.71	$ 99.17	$ 3.22	$ 2.01	$ 0.24	$ 2.77	$ 3.08	$ 11.33	$ 1.13	$ 12
Carpenter Formn OT	$ 60.44	$ 33.17	$ 93.61	$ 32.76	$ 126.37	$ 3.22	$ 2.01	$ 0.36	$ 4.15	$ 4.62	$ 14.38	$ 1.44	$ 15
Carpenter Formn DBLT	$ 80.58	$ 33.17	$ 113.75	$ 39.81	$ 153.56	$ 4.83	$ 3.02	$ 0.48	$ 5.54	$ 6.16	$ 20.04	$ 2.00	$ 22
Iron Worker ST	$ 37.60	$ 33.36	$ 70.96	$ 24.84	$ 95.80	$ 3.01	$ 1.88	$ 0.23	$ 2.59	$ 2.88	$ 10.58	$ 1.06	$ 11
Iron Worker OT	$ 56.40	$ 33.36	$ 89.76	$ 31.42	$ 121.18	$ 3.01	$ 1.88	$ 0.34	$ 3.88	$ 4.31	$ 13.42	$ 1.34	$ 14
Iron Worker DBLT	$ 75.20	$ 33.36	$ 108.56	$ 38.00	$ 146.56	$ 4.51	$ 2.82	$ 0.45	$ 5.17	$ 5.75	$ 18.71	$ 1.87	$ 20
Iron Worker Formn ST	$ 39.35	$ 33.36	$ 72.71	$ 25.45	$ 98.16	$ 3.15	$ 1.97	$ 0.24	$ 2.71	$ 3.01	$ 11.07	$ 1.11	$ 12
Iron Worker Formn OT	$ 59.03	$ 33.36	$ 92.39	$ 32.33	$ 124.72	$ 3.15	$ 1.97	$ 0.35	$ 4.06	$ 4.52	$ 14.04	$ 1.40	$ 15
Iron Worker Formn DBLT	$ 78.70	$ 33.36	$ 112.06	$ 39.22	$ 151.28	$ 4.72	$ 2.95	$ 0.47	$ 5.41	$ 6.02	$ 19.58	$ 1.96	$ 21

2024-258

SANGAMO CONSTRUCTION
PH 217/544-9871 FAX 217/544-9873

EQUIPMENT RATES
CITY OF SPRINGFIELD/CWLP
effective May 1, 2024 to April 30, 2025

Description	Hourly Rate	Description	Hourly Rate
CAT 32x Excavator	$ 120.00	Utility Trailer	$ 17.00
CAT 315/JD 135 Excavator	$ 102.00	Partner Saw	$ 17.00
CAT 303 Mini Excavator	$ 55.00	Wacker 36" Compactor	$ 17.00
Wacker 6503 Wheeled Excavator	$ 65.00	Plate Compactor	$ 17.00
CAT 930 Wheel Loader	$ 60.00	Angle Broom	$ 17.00
CAT 420 Backhoe	$ 60.00	Hammer Drill	$ 14.00
CAT 299/JD 331 Skid Loader	$ 60.00	Jumping Jack	$ 14.00
CAT CS54 Compactor	$ 78.00	Thatcher	$ 14.00
Husqvarna FS7000 Walk Behind Saw	$ 50.00	Generator	$ 10.00
Ditchwitch 4010 Trencher	$ 45.00	Arrow Board	$ 6.00
Semi & Trailer	$ 115.00	Steel Plate	$ 10.00
Tandem	$ 100.00	Arrow Board	$ 45.00
Vactron	$ 52.00	5 Cones	$ 6.00
Pickup Truck	$ 20.00	Barricade Type 3	$ 6.00
Air Compressor	$ 20.00	Signs & Stands	$ 6.00
Breaker	$ 19.00		

2024-258

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-27
DATE OF 1ST READING: 7-2-24

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 x5227

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Contract
FISCAL IMPACT: $1,400,000

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

SUGGESTED TITLE:

AN ORDINANCE RENEWING THE CONTRACTS WITH E.L. PRUITT CO., PETERSBURG PLUMBING AND EXCAVATING, LLC, REYHAN BROS. D/B/A SANGAMO CONSTRUCTION, AND P.H. BROUGHTON & SONS, INC. FOR CAVE-IN REPAIRS FOR A PERIOD OF 12 MONTHS IN AN AMOUNT NOT TO EXCEED $1,400,000 FOR THE OFFICE OF PUBLIC WORKS.

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

RFP PW23-31
Ord 033-01-23

CONTRACTOR / VENDOR NAME: E.L. Pruitt Company; P.H. Broughton & Sons, Inc., Sangamo Construction, Petersburg Plumbing and Excavation, LLC
VENDOR NO: PRU4900, 0BRO2800, 0SAN5600, VC1675

CONTRACT TERM: 1 year
CONTRACT # RFP PW23-31
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,400,000.00 (Original amount if change order)
Change Order #
$ 1,400,000.00 **Additional Amount**

Method of Purchase (check one)
Previous Ord #s 033-01-23

[ ] Low Bid
[X] Other: Evaluated proposals
[ ] Low Bid Meeting Specs
[ ] Exception:
[ ] Low Evaluated Bid
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$300,000.00
2	015	110	SEWR	0TAP	1204	$600,000.00
3	015	110	SEWR	0DEP	1204	$500,000.00
4						

FUNDS CHECK BY: Courtney Heuser **Date:** 06-26-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 26 JUN 24
CITY PURCHASING AGENT: Jon Michael Fehl **Date:** 6-26-2024

COMMENTS

This ordinance renews contracts for cave-in repairs, including storm and sanitary sewers, inlets, manholes, and laterals for an additional 12-month period, per the terms of the original contract.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM) 6/26/24

The information supplied on this form is not confidential information.

2024-258

2024-259

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR EL TAPATIO DE JALISCO, INC. D/B/A LIL FIESTA LOCATED AT 1101 S. 9TH STREET

WHEREAS, El Tapatio De Jalisco, Inc. has applied for a Class "D" liquor license for the business known as Lil Fiesta located at 1101 S. 9th Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by one for El Tapatio De Jalisco, Inc. d/b/a Lil Fiesta located at 1101 S. 9th Street.

Section 2: That this ordinance shall take effect 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

Requested By:
Mayor Misty Buscher

Approved as to legal sufficiency:

6/28/24
Office of Corporation Counsel / Date

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2024-259

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
7/2/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	El Tapatio De Jalisco, Inc. d/b/a Lil Fiesta		
LOCATION:	1101 S. 9th Street		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF: _____ _____

Mayor's Signature GFM **Date**

AN ORDINANCE APPROVING ADDENDUM 6 TO THE AGREEMENT WITH SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION FOR THE PERIOD BEGINNING MARCH 1, 2024 AND ENDING FEBRUARY 28, 2025 BY AUTHORIZING AN ADDITIONAL PAYMENT OF $250,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED $1,750,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, ordinance 237-06-18 authorized an agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance establishing a comprehensive and cohesive effort to attract new businesses and promote and facilitate the retention and expansion of existing businesses with the City for an original amount not to exceed $250,000.00 through February 28, 2019; and

WHEREAS, ordinance 166-04-19 authorized addendum 1 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $500,000.00 and extending the date of completion of the project until February 28, 2020; and

WHEREAS, ordinance 380-10-20 authorized addendum 2 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $750,000.00 and extending the date of completion of the project until February 29, 2021; and

WHEREAS, ordinance 469-11-21 authorized addendum 3 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $1,000,000.00 and extending the date of completion of the project until February 29, 2022; and

WHEREAS, ordinance 293-07-22 authorized addendum 4 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $1,250,000.00 and extending the date of completion of the project until February 28, 2023; and

WHEREAS, ordinance 201-05-23 authorized addendum 5 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $1,500,000.00 and extending the date of completion of the project until February 29, 2024; and

WHEREAS, it is in the best interest of the City to approve Addendum 6 for an additional term in the amount of $250,000.00 for a total amount not to exceed $1,750,000.00 and extend the date of completion of the project through February 28, 2025; and

WHEREAS, all other terms and conditions of the agreement and ordinance 237-06-18, 166-04-19 and 380-10-20, 469-11-21, 293-07-22 and 201-05-23 are not in conflict with this addendum and ordinance shall remain in full force and effect; and

WHEREAS, a copy of Addendum 6 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 Addendum 6 to an agreement with Springfield Sangamon County Growth Alliance formerly known as Land of Lincoln Economic Development Corporation to provide an additional $250,000.00 for a total amount not to exceed $1,750,000.00 and approve extension of the project from March 1, 2024 through February 28, 2025, for certain technical and professional services to assist with economic growth within the city. The Mayor and City Clerk are hereby authorized to execute Addendum 6, which shall be on file in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to pay an additional $250,000.00 for a total amount not to exceed $1,750,000.00 to Springfield Sangamon County Growth Alliance, from March 1, 2024 through February 28, 2025, from account number 001-111-DEVL-DEVL-1218.

Section 3: 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

_____ 6/28/24
Office of Corporation Counsel / Date

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2024-260

Addendum 6

To the
AGREEMENT BETWEEN
CITY OF SPRINGFIELD
AND
SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION
FOR THE PURPOSES OF ECONOMIC DEVELOPMENT

Amending Article IV Compensation to the EDC and Article VI Term and Termination to authorize an additional $250,000 to be provided in quarterly payments for the extension of term from March 1, 2024 to February 28, 2025.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed (date)_____.

ATTEST:

CITY OF SPRINGFIELD

_____
Honorable Misty Buscher, Mayor GEM
City of Springfield

SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION

_____ _____
Chairman of the Board **Secretary of the Board**

AN ORDINANCE APPROVING ADDENDUM 5 TO THE AGREEMENT WITH SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION, PREVIOUSLY AUTHORIZED BY ORDINANCE 237-06-18, TO PROVIDE AN ADDITIONAL $250,000.00 FOR A TOTAL NOT TO EXCEED $1,500,000.00 AND EXTENDING THE DATE OF COMPLETION OF THE PROJECT UNTIL FEBRUARY 29, 2024, FOR TECHNICAL AND PROFESSIONAL SERVICES TO ASSIST WITH ECONOMIC GROWTH WITHIN THE CITY

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, ordinance 237-06-18 authorized an agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance establishing a comprehensive and cohesive effort to attract new businesses and promote and facilitate the retention and expansion of existing businesses with the City for an amount not to exceed $250,000.00 through February 28, 2019; and

WHEREAS, ordinance 166-04-19 authorized addendum 1 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $500,000.00 and extending the date of completion of the project until February 28, 2020; and

WHEREAS, ordinance 380-10-20 authorized addendum 2 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $750,000.00 and extending the date of completion of the project until February 29, 2021; and

WHEREAS, ordinance 469-11-21 authorized addendum 3 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $1,000,000.00 and extending the date of completion of the project until February 29, 2022; and

WHEREAS, ordinance 293-07-22 authorized addendum 4 to the agreement with Land of Lincoln Economic Development Corporation now known as Springfield Sangamon County Growth Alliance to provide an additional $250,000.00 for a total not to exceed $1,250,000.00 and extending the date of completion of the project until February 28, 2023; and

WHEREAS, it is in the best interest of the City to approve Addendum 5 for an additional term in the amount of $250,000.00 for a total amount not to exceed $1,500,000.00 and extend the date of completion of the project through February 29, 2024; and

WHEREAS, all other terms and conditions of the agreement and ordinance 237-06-18, 166-04-19 and 380-10-20, 469-11-21, 293-07-22 are not in conflict with this addendum and ordinance shall remain in full force and effect; and

WHEREAS, a copy of Addendum 5 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 Addendum 5 to an agreement with Springfield Sangamon County Growth Alliance formerly known as Land of Lincoln Economic Development Corporation to provide an additional $250,000.00 for a total amount not to exceed $1,500,000.00 and approve extension of the project from March 1, 2023 through February 29, 2024, for certain technical and professional services to assist with economic growth within the city. The Mayor and City Clerk are hereby authorized to execute Addendum 5, which shall be on file in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to pay an additional $250,000.00 for a total amount not to exceed $1,500,000.00 to Springfield Sangamon County Growth Alliance, from March 1, 2023 through February 29, 2024, from account number 001-111-DEVL-DEVL-1218.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: May 2, **2023**

RECORDED: May 5, **2023**

ATTEST:

City Clerk Frank J. Lesko

SIGNED: May 5, **2023**

Mayor James O. Langfelder

Approved as to legal sufficiency:

Office of Corporation Counsel / Date

Requested by: Mayor James O. Langfelder

Addendum 5

To the
AGREEMENT BETWEEN
CITY OF SPRINGFIELD
AND
SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION
FOR THE PURPOSES OF ECONOMIC DEVELOPMENT

Amending Article IV Compensation to the EDC and Article VI Term and Termination to authorize an additional $250,000 to be provided in quarterly payments for the extension of term from March 1, 2023 to February 29, 2024.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed (date) 5/5/2023.

ATTEST:

CITY OF SPRINGFIELD

Honorable James O. Langfelder, Mayor
City of Springfield

SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION

Chairman of the Board

Secretary of the Board

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
DATE OF 1ST READING: April 18, 2023

OFFICE REQUESTING: Planning & Economic Development **CONTACT PERSON:** _____
PHONE NUMBER: _____

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

TYPE OF ORDINANCE: Amend Agreement **FISCAL IMPACT:** $250,000.00

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING ADDENDUM 5 TO THE AGREEMENT WITH SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE FORMERLY KNOWN AS LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION, PREVIOUSLY AUTHORIZED BY ORDINANCE 237-06-18, TO PROVIDE AN ADDITIONAL $250,000.00 FOR A TOTAL NOT TO EXCEED $1,500,000.00 AND EXTENDING THE DATE OF COMPLETION OF THE PROJECT UNTIL FEBRUARY 29, 2024, FOR TECHNICAL AND PROFESSIONAL SERVICES TO ASSIST WITH ECONOMIC GROWTH WITHIN THE CITY

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)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	1218	$250,000.00
2						
3						
4						

FUNDS CHECK BY:	**Date:**
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

THIS ORDINANCE APPROVES ADDENDUM 5 TO THE AGREEMENT WITH SPRINGFIELD SANGAMON COUNTY GROWTH ALLIANCE, PREVIOUSLY AUTHORIZED BY ORDINANCE 237-06-18, TO PROVIDE AN ADDITIONAL $250,000.00 FOR A TOTAL NOT TO EXCEED $1,500,000.00 AND EXTENDING THE DATE OF COMPLETION OF THE PROJECT UNTIL FEBRUARY 29, 2024, FOR TECHNICAL AND PROFESSIONAL SERVICES TO ASSIST WITH ECONOMIC GROWTH WITHIN THE CITY

SIGN OFF: _____ (Mayor's Signature) _____ (Director of OBM)

S:\Excel\Fact Sheets\Darlene Linxwiler Deputy ClerkDarlene Linxwiler Deputy Clerk

The information supplied on this form is not confidential information.

Revised 5/26/04

2022-179 2024-260 2023-05-22

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: ORF-759
DATE OF 1ST READING:

OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENT
CONTACT PERSON: Stacey Wilkerson, Fiscal Officer
PHONE NUMBER: (217) 789-2377 ext. 5477

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Amending an Agreement
FISCAL IMPACT: $250,000.00

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

SUGGESTED TITLE:

An ordinance authorizing a contract amendment to the agreement with Springfield Sangamon Growth Alliance formerly known as Land of Lincoln Economic Development Corporation for the period beginning March 1, 2024 and ending February 28, 2025, by authorizing an additional $250,000.00 for a total amount not to exceed $1,750,000.00, for the Offfice of Planning and Economic Development.

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

Ordinance No. 237-06-18
Ordinance No. 166-04-19
Ordinance No. 380-10-20
Ordinance No. 469-11-21
Ordinance No. 293-07-22

CONTRACTOR / VENDOR NAME: Land of Lincoln Economic Development Corporation
VENDOR NO: VC*6187

CONTRACT TERM: 03/01/2024 - 02/28/2025
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $250,000.00 (Original amount if change order)
Change Order #:
$ 250,000.00 Additional Amount

Method of Purchase (check one)

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[X] Exception: Sole Source
Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [X] Yes [ ]

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	1218	$250,000.00
2						
3						
4						

COMMENTS

Ordinance authorizing amendment to ordinance no.'s 237-06-18, 166-04-19, 380-10-20, 469-11-21 & 201-05-23 (Ordinances authorizing the execution of an agreement with the Land of Lincoln Economic Development Corporation to provide economic development during the following dates and not to exceed the following amounts: 05/01/2018 - 02/28/2019 $250,000, 03/01/2019 - 02/29/20 $250,000, 03/01/2020 - 02/28/2021 $250,000, 03/01/2021 - 02/28/2022 $250,000, 03/01/22-02/29/23 $250,000

FUNDS CHECK BY: Courtney Hurst **Date:** 06.25.2024
DIRECTOR / SUPERVISOR SIGNATURE Valerie Yandell **Date:** 6/25/24
CITY PURCHASING AGENT: J Michael Looney **Date:** 6-25-24

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 6.26.24

S\Excel\Forms\ORF-759_SSGA Addendum 6

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-260

AN ORDINANCE AUTHORIZING EXECUTION OF A SALES TAX REBATE AGREEMENT WITH CROWS MILL, LLC FOR WATER INFRASTRUCTURE INSTALLATION COSTS WILL AT 1220 TORONTO ROAD

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, upon annexation, a the water main and service line was installed for Crows Mill, LLC for a total cost of $10,097.49; and

WHEREAS, the City and Crows Mill, LLC agree that the City will provide a Sales Tax Rebate for the purpose of reimbursing Crows Mill, LLC for the cost of the water main extension; and

WHEREAS, the amount reimbursed shall not exceed $5,048.75; and

WHEREAS, the City Council desires to enter into a sale tax rebate agreement with Crows Mill, LLC to reimburse half of the cost of the water infrastructure improvements at 1220 Toronto Road.

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

Section 1: That the City Council hereby authorizes execution of a Sales Tax Rebate Agreement with Crows Mill, LLC for water infrastructure installation costs for the property located at 1220 Toronto Road in an amount not to exceed $5,048.75. The Mayor and City Clerk are hereby authorized and directed to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized, upon proof of sales tax payment, to make payment of $5,048.75 to Crows Mill, LLC from account number 001-107-GENC-VARI-2501.

Section 3: 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:

_____ / 6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher;

S:\WPDOCS\Ordinances\OBM\2024\Agreement\Sales Tax Rebate Crows Mill.doc

OFFICE OF PUBLIC UTILITIES

CITY OF SPRINGFIELD, ILLINOIS

Receipt

TO: **CROWS MILL LLC 032017**
3516 Tamarak dr
Springfield Il 62712

Date: **January 26, 2024**

A-Tick	Invoice	Total
12063	1" line 3/4" meter new service 1220 toronto road	$1,800.00
	Total	$1,800.00
	Customer Copy	

ck#14006

101-100-6001-C141

OFFICE OF PUBLIC UTILITIES

CITY OF SPRINGFIELD, ILLINOIS

Receipt

TO: CROWS MILL LLC 032017
3516 Tamarak dr
Springfield Il 62712

Date: **January 26, 2024**

A-Tick	Item	Total
12063	1" line 3/4" meter new service 1220 toronto road	$1,800.00
	Total	$1,800.00
	CWLP Copy	

ck#14006

101-100-6001-C141

2024-261

City Water, Light & Power

City of Springfield, Illinois
Water Engineering
401 North 11th Street
Springfield, IL 62702
(217) 789-2323 Extension 1607
(217) 789-2132 (Fax)

TO: *Dakota Capranica, Amy Potter & Karan Pithadiya*
FROM: *Christopher Peper* *Mike Johnson*
DATE: *March 15, 2024*
SUBJECT: *Completion Report for Program R561 and Work Order E10985 For Crows Mill Pub Fire Hydrant.*

I have attached a current copy of the Maximo report for Program R561 /work order E10985 for the Crows Mill Pub Fire Hydrant. Current charges to this account are $8,297.49. These charges have been reviewed by Water Engineering and are believed to be accurate.

On January 26 2024, a deposit of $7,500.00 was received from Crows Mill LLC. Please send a bill in the amount of $797.49 to Crows Mill LLC and close R561 and work order E10985 for the actual amount of $8,297.49.

Please call me if you have any questions. As always, thank you for your help.

cc:

2024-261

CITY OF SPRINGFIELD
DEPARTMENT OF PUBLIC UTILITIES

AUTHORITY FOR EXPENDITURE

Place and date Water Engineering 1/26/2024 A.F.E. No. R561

CROWS MILL PUB FIRE HYDRANT | CROWS MILL D

Authority for a gross expenditure of $7,500.00 is requested for the

Addition of the following described project:
(Addition, Betterment or Retirement)

Description and Location (in detail):

Install 1-10"x6" tapping sleeve, 1-6" tapping valves & 1 new fire hydrant. To add fire protection to Crows Mill Pub at 1220 Toronto Road.

Reason for:

To provide fire protection to Crows Mill Pub at 1220 Toronto Road.

Estimated time required to complete: 120 days Estimated completion date: 5/26/24
Estimated life: 100 years Estimated salvage value: -0-

Funding 101-100-BE-4462-2313

SUMMARY OF ESTIMATE

Cost of Additions		$ 7,5000.00
Original Cost of Property Retired	$ -0-	
Cost of Retirement		$ -0-
Gross Expenditure		$ 7,500.00
Value of Salvage Recovered		$ -0-
Net Cost of Project		$ 7,500.00
Cost Participation by Developer:		$ 7,500.00
NET EXPENDITURE		$ -0-

Acct'g Appr'd _____
Supt. of Accts.

Expenditure Authorized

_____
Todd LaFountain, Administrator

Recommended by _____
Mike Johnson

Approved _____
Mike Johnson, Supt. Water Eng.

Engineers to be employed . . . . . .
Engineers on job at completion . . .
Date project physically started. . .
Date project physically completed. .

Foreman:
Foreman:

Construction Date:
Electric Stores Date:

Cost Accounting Date:
General Accounting Date:

2024-261

City Water, Light & Power

City of Springfield, Illinois
Water Engineering & Distribution

Crows Mill Pub FH Addition

Stock Number	Fire Hydrant Materials	Unit	# of Units	Unit Price	Total Price
W3307032	5' Bury Hydrant	Pc	1	$1,835.00	$1,835.00
W7522060	6" Tapping Valve (Open Right)	Ea	1	$1,075.00	$1,075.00
W6660106	10" x 6" Tapping Sleve	Ea	1	$650.00	$650.00
W3210006	Accessory Gland Pack - 6"	Ea	2	$35.00	$70.00
W0106600	6" Anchoring Couplings, 13" length	Ea	1	$170.00	$170.00
W0802564	Long Valve Box	Ea	1	$160.00	$320.00
	Labor/Equipment	Hr	6	$550.00	$3,300.00
	Sub-Total Fire Hydrant				**$7,420.00**
	Sub-Totals				**$7,420.00**
	Total				**$7,500.00**
	Deposit				**$7,500.00**

Estimated By: Mike Johnson — **26-Jan-24**

As provided in Section 52.12 of City Code, this is just an estimate.
The Owner will be responsible for actual cost of construction.

2024-261

T92-2024

OFFICE OF PUBLIC UTILITIES

CITY OF SPRINGFIELD, ILLINOIS

JAMES O. LANGFELDER, MAYOR

Receipt

TO: **CROWS MILL LLC 032017**
3516 TAMARAK DR
SPRINGFIELD IL 62712

Date: **March 15, 2024**

A-Tick	Invoice	Total
	R561 1220 toronto rd fire hydrant	$7,500.00
	Total	$7,500.00
	Customer Copy	

ck#14002

101-100-6001-C141

OFFICE OF PUBLIC UTILITIES

CITY OF SPRINGFIELD, ILLINOIS

JAMES O. LANGFELDER, MAYOR

Receipt

TO: CROWS MILL LLC 032017
3516 TAMARAK DR
SPRINGFIELD IL 62712

Date: **March 15, 2024**

A-Tick	Item	Total
	R561 1220 toronto rd fire hydrant	$7,500.00
	Total	$7,500.00
	CWLP Copy	

ck#14002

101-100-6001-C141

T92-2024

DETAIL JOB COMPLETION REPORT BY WORK ORDER

3/15/2024 1:58:12 PM

PROGRAM ID: CMS100 for Work order Number: E10985

PROGRAM: 4472 **DEPARTMENT:** BE **ESTIMATED BY:** 0000026655

DESCRIPTION: Crow's Mill Pub Fire Hydrant - R561

INVENTORY

QUANTITY	UNIT	TRANS DATE	STOCK NO.	MATERIAL DESCRIPTION	UNIT COST	COST	OVERHEAD	Total Cost
-1.00	EA	2/14/2024	W6660106	SLEEVE, 10" X 6" TAPPING - (SLEEVE)	545.00	545.00	109	654.00
-1.00	EA	2/14/2024	W7522060	VALVE, 6" TAPPING MJ H-662 - (VALVE)	889.75	889.75	177.95	1,067.70
-1.00	EA	2/14/2024	W4500012	OFFSET, 12" FIRE HYDRANT, GRADE LOK - (OFFSET, GRADELOK)	406.33	406.33	81.266	487.60
-1.00	EA	2/14/2024	W3307032	HYDRANT, 5 1/4 V.O. 5' BURY 6" M..J. SHOE - (HYDRANT)	1542.19	1542.19	308.438	1,850.63
-1.00	EA	2/14/2024	W0802564	BOX, 36" X 48" VALVE 39" - 50" EXT. (TYLER #564-S) - (BOX)	109.68	109.68	21.936	131.62
-2.00	EA	3/15/2024	W3210006	6" GLAND ACCESSORY PACK - (FLANGE GASKET & BOLT)	55.32	110.64	22.128	132.77
					Total	$3,603.59	$720.72	

EQUIPMENT

EQUIPMENT	EQUIPMENT DESCRIPTION	Trans Date	QUANTITY	HOURS	HOURLY RATE	COST
EQWD0189	2014 Ford F450 with KUV body.	2/14/2024	1	8	25.00	200.00
EQWD0191	2014 Dodge 3500 Crew Cab	2/14/2024	1	8	25.00	200.00
EQWD0651	2016 310SL HL J DEERE EXT/HOE	2/14/2024	1	8	39.70	317.60
EQWD0941	2018 International 7400 SFA 6x4	2/14/2024	1	8	45.80	366.40
			Total Hours	32	**Total Cost**	$1,084.00

LABOR

NAME	CREW	Trans Date	TOTAL REG	HOURS OVER	HOURLY REG	RATE OVER	TOTAL PAID	OVERHEAD
HAMMANN, STEVEN R 0000031743		2/13/2024	8.00	0.00	$45.51	$0.00	$364.05	$112.86

2024-2961

DETAIL JOB COMPLETION REPORT BY WORK ORDER

3/15/2024 1:58:12 PM

PROGRAM ID: CMS100 for Work order Number: E10985

Total for Craft CRWFMN		8.00	0.00	$45.51	$0.00	$364.05	$112.86
MCCOMBS, GRAHAM A 0000045953	2/17/2024	0.00	0.00	$0.00	$0.00	$23.19	$0.00
LEKA, JEFFREY A 0000044011	2/17/2024	0.00	0.00	$0.00	$0.00	$16.34	$0.00
MCCUBBIN, ERIK 0000030697	2/17/2024	0.00	0.00	$0.00	$0.00	$21.86	$0.00
HAMMANN, STEVEN R 0000031743	2/17/2024	0.00	0.00	$0.00	$0.00	$21.99	$0.00
SMITH, RODNEY E 0000042506	2/17/2024	0.00	0.00	$0.00	$0.00	$14.94	$0.00
HAMMANN, STEVEN R 0000031743	2/17/2024	0.00	0.00	$0.00	$0.00	$5.14	$0.00
MCCOMBS, GRAHAM A 0000045953	2/17/2024	0.00	0.00	$0.00	$0.00	$5.42	$0.00
SMITH, RODNEY E 0000042506	2/17/2024	0.00	0.00	$0.00	$0.00	$3.49	$0.00
LEKA, JEFFREY A 0000044011	2/17/2024	0.00	0.00	$0.00	$0.00	$3.82	$0.00
MCCUBBIN, ERIK 0000030697	2/17/2024	0.00	0.00	$0.00	$0.00	$5.11	$0.00
HAMMANN, STEVEN R 0000031743	2/17/2024	0.00	0.00	$0.00	$0.00	$40.23	$0.00
SMITH, RODNEY E 0000042506	2/17/2024	0.00	0.00	$0.00	$0.00	$29.55	$0.00
SMITH, RODNEY E 0000042506	2/17/2024	0.00	0.00	$0.00	$0.00	$3.82	$0.00
MCCOMBS, GRAHAM A 0000045953	2/17/2024	0.00	0.00	$0.00	$0.00	$4.98	$0.00
LEKA, JEFFREY A 0000044011	2/17/2024	0.00	0.00	$0.00	$0.00	$31.32	$0.00
MCCUBBIN, ERIK 0000030697	2/17/2024	0.00	0.00	$0.00	$0.00	$5.00	$0.00
LEKA, JEFFREY A 0000044011	2/17/2024	0.00	0.00	$0.00	$0.00	$3.17	$0.00
MCCOMBS, GRAHAM A 0000045953	2/17/2024	0.00	0.00	$0.00	$0.00	$41.65	$0.00
HAMMANN, STEVEN R 0000031743	2/17/2024	0.00	0.00	$0.00	$0.00	$4.71	$0.00
MCCUBBIN, ERIK 0000030697	2/17/2024	0.00	0.00	$0.00	$0.00	$41.02	$0.00
SMITH, RODNEY E 0000042506	2/17/2024	0.00	0.00	$0.00	$0.00	$76.75	$0.00
HAMMANN, STEVEN R 0000031743	2/17/2024	0.00	0.00	$0.00	$0.00	$54.72	$0.00
MCCOMBS, GRAHAM A 0000045953	2/17/2024	0.00	0.00	$0.00	$0.00	$148.96	$0.00
LEKA, JEFFREY A 0000044011	2/17/2024	0.00	0.00	$0.00	$0.00	$56.41	$0.00
MCCUBBIN, ERIK 0000030697	2/17/2024	0.00	0.00	$0.00	$0.00	$46.73	$0.00

2024-261

DETAIL JOB COMPLETION REPORT BY WORK ORDER

3/15/2024 1:58:12 PM

PROGRAM ID: CMS100 for Work order Number: E10985

Total for Craft FRINGE		0.00	0.00	$0.00	$0.00	$710.32	$0.00
MCCUBBIN, ERIK 0000030697	2/13/2024	8.00	0.00	$46.40	$0.00	$371.21	$115.08
Total for Craft OPER		8.00	0.00	$46.40	$0.00	$371.21	$115.08
MCCOMBS, GRAHAM A 0000045953	2/15/2024	15.00	0.00	$25.14	$0.00	$377.07	$116.89
Total for Craft TEC		15.00	0.00	$25.14	$0.00	$377.07	$116.89
LEKA, JEFFREY A 0000044011	2/13/2024	8.00	0.00	$35.43	$0.00	$283.46	$87.87
SMITH, RODNEY E 0000042506	2/13/2024	8.00	0.00	$33.43	$0.00	$267.46	$82.91
Total for Craft WSMM2		16.00	0.00	$68.86	$0.00	$550.92	$170.79
TOTAL		47.00	0.00	$185.91	$0.00	$2,373.57	$515.61

MISCELLANEOUS LGFS INFORMATION

TRANSACTION ID	VENDOR NAME	LINE DESCRIPTION	UNIT	TOTAL COST

PROJECT RECAP

PAYROLL	$2,373.57	
OVERHEAD	$515.61	
LABOR		$2,889.18
INVENTORY	$3,603.59	
OVERHEAD	$720.72	
MATERIALS		$4,324.31
EQUIPMENT/TOOLS		$1,084.00

2024-261

DETAIL JOB COMPLETION REPORT BY WORK ORDER

3/15/2024 1:58:12 PM

PROGRAM ID: CMS100 for Work order Number: E10985

SERVICES/MISCELLANEOUS	
	$8,297.49

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Office of Budget & Management **CONTACT PERSON:** Ramona Metzger
PHONE NUMBER: (217) 789-2191

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Sales Tax Rebate Agreement **FISCAL IMPACT:** $ 5,048.75

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A SALES TAX REBATE AGREEMENT WITH CROWS MILL, LLC FOR WATER INFRASTRUCTURE INSTALLATION COSTS AT 1220 TORONTO ROAD.

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

CONTRACTOR / VENDOR NAME: Crows Mill, LLC **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 [X] Yes [ ]
Is Purchasing Agent approval attached? No [X] Yes [ ]

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	001	107	GENC	VARI	2501	$ 5,048.75
2						
3						
4						

FUNDS CHECK BY: Courtney Heeren **Date:** 06-26-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 6/26/24
CITY PURCHASING AGENT: **Date:**

COMMENTS

This ordinance will authorized a Sales Tax Rebate agreement in the amount of 1/2 of the water infrastructure installation costs.

Crows Mill, LLC made a deposit of $7,500 for the Fire Hydrant Installation. The actual cost was $8,297.49 based on R561 / WO #E10985. Crows Mill, LLC made a fixed fee payment for a new 1" water service of $1,800. The actual cost was $4,339.56 based on R524 / WO #E11412. Since this is a fixed fee, no invoice for the difference will be sent. The total cost for the water infrastructure instllation was $10,097.49

SIGN OFF: _____ (Mayor's Signature) GEM

_____ 6/26/24 (Director of OBM)

S\Excel\Forms\Crows - Ordinance Fact Sheet

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-261

AN ORDINANCE AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $57,698.00 TO THE UNIVERSITY OF WISCONSIN-STEVENS POINT D/B/A SCHMEECKLE RESERVE INTERPRETIVE PROJECTS FOR ROUTE 66 WAYSIDE EXHIBITS RESEARCH AND DESIGN, 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, Ordinance No. 107-03-24 authorized State of Illinois Department of Commerce and Economic Opportunity Route 66 Grant No. #24-336004, in the amount of $232,000.00, to be used for the development of tourism, education, preservation and the promotion of the upcoming 100th anniversary of Route 66 in 2026; and

WHEREAS, the Springfield Convention & Visitors Bureau is requesting payment in the amount of $57,698.00, using funds from Route 66 Grant #24-336004, to the University of Wisconsin-Stevens Point d/b/a Schmeeckle Reserve Interpretive, LLC for Route 66 Wayside exhibits research and design.

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

Section 1: That the City Council hereby authorizes payment in the amount of $57,698.00 to the University of Wisconsin-Stevens Point d/b/a Schmeeckle Reserve Interpretive, LLC for the Route 66 Wayside exhibits research and design.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of $57,698.00 to the University of Wisconsin-Stevens Point d/b/a Schmeeckle Reserve Interpretive, LLC from account number 021-114-VIST-VIST-1232.

Section 3: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\SCVB\2024\Payment\University of Wisconsin-Stevens Point Route 66 Wayside Ex. $57,698.00.doc

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

MEMORANDUM

TO: **Krista Grant**
Springfield Convention & Visitor's Bureau

FROM: **Mike Lesko,**
Purchasing Agent

DATE: **June 24, 2024**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet for the University of Wisconsin-StevensPoint - Schmeeckle Reserve Interpretive Projects for professional services for the Route 66 Wayside Exhibit Design and Fabrication work for an amount of $57,698.00 for the Springfield Convention & Visitor's Bureau.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area and has previously provided service in the Route 66 Interpretive Master Plan. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-262

Schmeeckle Reserve
College of Natural Resources
University of Wisconsin-Stevens Point

Invoice

Date	Invoice #
6/10/2024	255

Schmeeckle Reserve Interpretive Projects
2419 North Point Drive
Stevens Point, WI 54481
715-346-4992 | schmeeckle@uwsp.edu

Bill To
City of Springfield Attn: Scott Dahl 109 North 7th Street Springfield, IL 62701

P.O. No.	Terms
	30 days

Item	Description	Qty	Rate	Amount
	Springfield Area Route 66 Wayside Exhibit Design and Fabrication			
Panel Research and Design	In-house research, graphic acquisition, inscription writing/editing, graphic layout, audio clip preparation, drafts for approval, coordination with fabrication companies	12	3,100.00	37,200.00
Panel Fabrication	30" wide by 19.7" high, 1/8" thickness, special cut shape, exterior high-pressure laminate, 10-year warranty against fading, shipping and handling to Barking Dog Exhibits	12	400.00	4,800.00
Travel	Travel for two staff to Springfield, Illinois to meet with stakeholders and research sign information. December 4-7, 2023 and February 18-22, 2024.		15,698.00	15,698.00
	Subtotal			57,698.00

Thank you for the opportunity to quote your project!

Total	$57,698.00
Payments/Credits	$0.00
Balance Due	**$57,698.00**

2024-262

ORDINANCE FACT SHEET

DATE OF 1st READING: July 2, 2024

CONTACT PERSON: Krista Grant

OFFICE REQUESTING: Springfield CVB

PHONE NUMBER: 217.789.2360 x5534

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

FISCAL IMPACT: 57,698.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $57,698.00 TO UNIVERSITY OF WISCONSIN-STEVENS POINT (DBA SCHMEECKLE RESERVE INTERPRETIVE PROJECTS) FOR ROUTE 66 WAYSIDE EXHIBITS RESEARCH & DESIGN

CONTRACTOR / VENDOR NAME: University of Wisconsin-Stevens Point **VENDOR NO:** _____

CONTRACT TERM: July 2024 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $57,698.00
(Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: Prof. Service
☐ 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	021	114	VIST	VIST	1232	57,698.00
2						
3						
4						

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

INVOICE

STAFF ANALYSIS

USING NO-MATCH ROUTE 66 DCEO GRANT FUNDS

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.06.24 14:38:15 -05'00' **Date:** 06/24/2024

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2024.06.13 18:20:43 -05'00' **Date:** 6/14/24

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.06.24 14:53:47 -05'00' **Date:** 06/24/2024

SIGN OFF: _____
(Mayor's Signature) GEM

Ramona Metzger Digitally signed by Ramona Metzger Date: 2024.06.24 16:13:20 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2024-262

2024-263

AN ORDINANCE AUTHORIZING A SECOND-YEAR RENEWAL OF CONTRACT RFP # CV22-34 W ITH SINCLAIR TELEVISION OF ILLINOIS, LLC, FOR THE 2024 SUMMER DIGITAL MARKETING CAMPAIGN, FROM MAY 15, 2024 TO JULY 15, 2024, FOR AN AMOUNT NOT TO EXCEED $75,000.00, FOR THE SPRINGFIELD CONVENTION AND 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 City Council previously adopted ordinance number 193-05-22 authorizing the execution of RFP # CV22-34 for the 2022 Summer Digital Market Campaign with two optional renewals; and

WHEREAS, the City Council adopted ordinance number 144-04-23 authorizing a one year renewal of contract RFP # CV22-34 for the 2023 Summer Digital Market Campaign; and

WHEREAS, Sinclair Television of Illinois, LLC is willing to renew the existing contract with the City of Springfield for the 2024 Summer Digital Market Campaign from May 15, 2024, through July 15, 2024, in the amount of $75,000.00; and

WHEREAS, pursuant to requirements of Section 38.44(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties.

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

Section 1: That the City Council authorizes a one year renewal of RFP # CV22-34 with Sinclair Television of Illinois, LLC for the 2024 Summer Digital Marketing Campaign from May 15, 2024, through July 15, 2024 for an amount not to exceed $75,000.00 to, for the Springfield Convention and Visitors Bureau. The Mayor and the City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of $75,000.00 to Sinclair Television of Illinois, LLC (VC*5229) in accordance with the terms of RFP # CV22-34, from account number 021-114-VIST-VIST-1226.

Section 3: 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:

_____ 6/24/24
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\SCVB\2024\Low Bid\CVB Sinclair Television of IL 5-15-24 -7-15-24.doc

2024-263

SECTION II

Springfield CVB 2022 Summer Digital Marketing Campaign Digital/Email/OTT/Video/Creative

Intent:

This Request for Proposal is intended to establish a contract with a qualified vendor to digitally market the SCVB History Comes Alive summer program and leisure travel for the peak summer season. The intention would be to issue a 3-year contract to the successful bidder.

Target Cities: Iowa City, IA; Dubuque, IA; Davenport, IA; Cedar Rapids, IA; Moline, IL; Chicago, IL (suburbs); Madison, WI; Milwaukee, WI; Indianapolis, IN (suburbs), St. Louis, MO (suburbs), Kansas City, MO; Paducah, KY;

Target Demographic – Adults, age 30+, families, grandparents, interested in history, education, tourism, Abraham Lincoln, Cultural History/Heritage, road trip travelers

Channels – OTT, Video, Display, Retargeting, Facebook, Instagram, Facebook Live, Email and Text.

Minimum Requirements – 500,000 OTT commercials, Video 200,000 impressions, Display 500,000 impressions, Facebook/Instagram 50,000 people per day, five Facebook live segments, five email marketing deployments reaching 50,000 verified recipients per send.

Reporting – Dashboard, live reporting preferred and/or analytical updates delivered weekly to SCVB.

Content – all creative content produced by media outlet and should be included with bid price.

Schedule - Campaign dates: May 15, 2022-July 15, 2022.

Weighting Factors: Each identified evaluation criteria listed includes a weight ranking which will be used to determine the finalist.

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Agreement

OTT
- 648,648 total commercials
- Geo and Audience targeted
- Live Reporting Dashboard included

Video Outreach
- 240,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Display Outreach
- 750,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Facebook & Instagram Advertising
- Est. Daily Results Reach: 58,000 - 166,000 people
- Geo and Audience targeted
- Live Reporting Dashboard included
- Potential Reach 4,900,000-5,700,000

Amazon Complete OTT
- 100,000 total commercials
- Geo and Audience Targeted
- Live Reporting Dashboard
- Includes freevee, twitch, news, and aps

Email Marketing
- 5x total Email Sends reaching 60,610 recipients per send or 303,050 recipients' total
- Deployment dates whenever you'd like
- Geo and Audience targeted
- SMART MAILER, direct mail component (500 cards mailed per execution) based on increased web traffic

Added Value
- Production of all creative
- 6 Marketplace Interviews to air on ABC News Channel 20
- Discounted Rates
- ($5 discount for OTT CPM, $6 discount for VO, $4 discount for DO)

Campaign Dates: May 15, 2024 – July 15, 2024

Total Investment: $75,000 net

_____
Name (print)

_____
Business Name

_____
Signature *Date*

30 day written notice required in the event of a cancellation.

This sale of advertising is subject to the Standard Advertiser Terms and Conditions (the "Terms") in effect on the date the advertising order is accepted, which Terms are incorporated by this reference and are available at http://sbgi.net/?p=1224 (and will also be sent by mail or fax upon written request). The parties intend for the Terms to be part of their agreement and be bound thereby; any additional or different terms in any purchase order or other document are hereby rejected. All pricing is in NET terms. SBGTV Cancellation Policy: All set up fees are non-refundable. If you choose to cancel, you will need to provide cancellation in writing with 30-day notice of cancellation.

*Based on consistent spend level, rates will remain flat through 2025

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AN ORDINANCE ACCEPTING RFP # CV22-34 WITH SINCLAIR TELEVISION OF ILLINOIS, LLC, FOR THE 2022 SUMMER DIGITAL MARKETING CAMPAIGN, FROM MAY 15, 2022 TO JULY 15, 2022, FOR AN AMOUNT NOT TO EXCEED $75,000.00, FOR THE SPRINGFIELD CONVENTION AND 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 and Visitors Bureau sought bids under RFP # CV22-34 for the 2022 Summer Digital Market Campaign; and

WHEREAS, Sinclair Television of Illinois, LLC submitted the lowest bid for an amount not to exceed $75,000.00 from May 15, 2022, through July 15, 2022; and

WHEREAS, RFP # CV22-34 has the option to renew twice; and

WHEREAS, it is in the best interest of the City to accept RFP # CV22-34 from Sinclair Television of Illinois, LLC, and authorizes payment of $75,000.00, from May 15, 2022, through July 15, 2022, for the 2022 Summer Digital Marketing Campaign for the Springfield Convention and Visitors Bureau; and

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

Section 1: That the City Council authorizes payment of $75,000.00 to Sinclair Television of Illinois, LLC for the 2022 Summer Digital Marketing Campaign from May 15, 2022, through July 15, 2022, for the Springfield Convention and Visitors Bureau. The Mayor and the City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of $75,000.00 to Sinclair Television of Illinois, LLC (VC*5229) in accordance with the terms of RFP # CV22-34, from account number 021-114-VIST-VIST-1226.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: May 3, **2022**

SIGNED: May 5, **2022**

RECORDED: May 5, **2022**

Mayor James O. Langfelder

ATTEST:

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel /Date

S:\WPDOCS\ORDINANC\EXCEPTIO\Competitive Sealed Proposal\CVB Sinclair Television of IL 5-15-22 - 7-15-22.doc Tracking No. 17022

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CITY OF SPRINGFIELD ILLINOIS
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM #200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

JAMES O. LANGFELDER, MAYOR

REQUEST FOR PROPOSAL AND CONTRACT

Section I	Instructions, Standard Terms and Conditions and Special Requirements
Section II	Specifications and (Drawings if Applicable)
Section III	Certifications and Signature of Bidder
Section IV	Sample Contract

Sealed responses must be received in the Office of Budget and Management Purchasing Department, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681, date and time stamped no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the below date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Proposal and will be incorporated into any Contract(s) entered into as a result of the Request for Proposal.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent.

Date: March 3, 2022
Request for Proposal #.: CV22-34
Request for Proposal for: 2022 Summer Digital Marketing Campaign
Pre-Bid Meeting: N/A
Bid Security: N/A
Bid Opening Date: March 31, 2022 at 3:00 p.m.

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LEGAL NOTICE
CITY OF SPRINGFIELD
REQUEST FOR PROPOSAL

Pursuant to Sec. 38.38 of the Purchasing Code of the City of Springfield, Il, and ILCS 5/5-1022 notice is hereby given that the City and Sangamon County will receive sealed competitive proposals from vendors for:

2022 Summer Digital Marketing Campaign – RFP #CV22-34

Proposals will be accepted electronically through the City of Springfield Vendor Bid Portal at:

https://www.springfield.il.us/Departments/OBM/PurchasingElectronicBiddingHome.aspx

Proposals will also be accepted via mail courier at the Office of Budget and Management Purchasing Department, Room 210, Municipal Center, West, 300 South Seventh Street, Springfield, IL, 62701, until:

March 31, 2022 @ 3:00 p.m.

****Please note, there is a $25.00 processing fee for all proposals submitted in a hard copy format****

Proposals will be opened at the above specified time and date in the City Council Chambers, Municipal Center West. No proposals will be accepted subsequent to the preceding time and date. The City reserves the right to accept or reject any or all proposals.

Proposals documents are available to download on the City of Springfield's website at:

http://springfield.il.us/Departments/OBM/PurchasingHome.aspx

as well as from the City Purchasing Department, Room 200 Municipal Center West, 300 South 7th Street. Springfield, Illinois 62701.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act.

Certified Female and Minority Business Enterprises are encouraged to submit proposals for this project.

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(2) **Preparation and Signature of Proposal**

(a) Signature — whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

Proposals must be submitted typewritten or in ink, inscribed with the title and number of the project as designated above, the name of the firm, and signed by an officer of the firm authorized to make the offer.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature. All signatures must be original and in ink.

(b) Do not alter, modify, or rearrange Proposal booklet in any manner.

(c) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.

(d) Any additional information or descriptive literature must be submitted separately.

(e) Failure to submit the proposal booklet as set forth above, completed according to these instructions, and may result in rejection of the proposal.

(3) **Award of Contract**

Unless the Special Requirements state that the award may be based on initial offers alone, the City shall conduct negotiations with the best qualified offeror or offeror's with acceptable proposals, and permit revisions to obtain best and final offers. The best qualified offeror's shall have equal opportunities to negotiate or revise their proposals. During negotiations, the City shall not disclose the identity of competing offeror's or of any information derived from proposals submitted by competing offeror's. The City shall award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and other evaluation criteria as set for herein, however, any and all proposals received in response to this request may be rejected by the Mayor if it is determined that it is in the

best interest of the City. The City Council reserves the right to waive any informality or irregularity in the proposals received.

(4) **Evaluation Criteria**

It is the purpose of this Request for Proposal to obtain the highest quality of services, and to maximize to the fullest extent possible the value of the public funds of the City. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth below.

When evaluating any proposal, the City shall consider such factors as:

(a) Competence to perform the services as reflected by technical training and education, general experience, experience in providing the required services; management skills, qualifications and competence of persons who would be assigned to perform services; program offerings; ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the services expeditiously, past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines; financial responsibility.

(b) Price and cost effectiveness.

The City may require of any offeror such information as may be necessary to satisfy the City of the offeror's qualifications.

(5) **Federal, State and Local Laws**

The offeror's attention is directed to the fact that all applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to the contract throughout and they are deemed to be included herein the same as though herein written out in full.

(6) **Certification and Commitments**

In order to be eligible for award of this contract, the offeror must execute and return the Certifications and Bidders Signature Sheet, pertaining to the following:

(a) Certification of Non-Delinquency - Pursuant to Section 11.42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In

SECTION I

NOTICE, INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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SECTION I

INSTRUCTIONS, STANDARD TERMS AND CONDITIONS AND SPECIAL REQUIREMENTS

The City of Springfield will receive proposals for the following project in the Office of Budget and Management Purchasing Department until: 3:00 P.M. **March 31, 2022**

Title of Project: 2022 Summer Digital Marketing Campaign

(1) Submission of Proposals

(a) Proposals and all supporting documentation must be returned.

(b) Proposals shall be delivered in a sealed opaque envelope clearly identified with the name of the firm executing the proposal, its address, and title of the project clearly marked and addressed as follows:

City of Springfield
City Purchasing Agent
Municipal Center West Room #210
300 South Seventh Street
Springfield, IL 62701

Proposal For: 2022 Summer Digital Marketing Campaign

Proposal No: RFP CV22-34

(c) Proposals received after the time designated above will not be considered.

(d) All inquiries concerning this Request for Proposal should be directed to:

Office of the Purchasing Agent
Room 200 Municipal Center, West
300 South Seventh Street
Springfield, IL 62701-1681
Phone: 217-789-2191
Fax: 217-789-2207
Purchasing@springfield.il.us

addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this Section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

(b) Certification of Non-Conviction - Pursuant to Section 33E-11 of the Illinois Criminal Code, every bid submitted to the City must contain a certification the bidder is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 or 33E-4 of the Criminal Code;. Any contractor, who makes a false statement material to this Certification, commits a Class 3 felony.

(c) Commitment to Provide Equal Employment Opportunity - Pursuant to Title 9, Chapter 93, Section 93.13 of the Code of Ordinances of the City of Springfield, the city shall not contract with any employer who is a general construction contractor in an amount greater than $15,000, or purchase goods or services from any employer who is a vendor in an amount greater than $2,500, maintain any financial relationship with any financial institution, or use the services of any labor organization, which does not first submit to the city a written commitment to provide equal employment opportunity, sworn to and signed by an executive official of that employer, financial institution or labor organization in his or her official capacity. Such commitment shall contain the following agreements:

(1) To maintain specific employment practices to achieve equal employment opportunity.

(2) To examine all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any such underutilization by setting specific goals for participation by minority groups.

(3) To state [on] all solicitations or advertisements for employees, that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) To submit to the city, on request, written evidence of the effectiveness of the above required practices, policies and goals.

(5) To submit to the city, on request, statistical data concerning employee composition or membership composition on race, color, sex, and job description.

(6) To distribute copies of this commitment to all members of this firm who participate in recruitment, screening, referral, and selection of job applicants and prospective job applicants.

(7) To send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising the contractor's obligations herein.

(8) To expressly require any subcontractor who has a contract in excess of $5,000 to submit to the city a written commitment which contains the provisions required by subsections (1) through (7) above.

(d) Any person who has executed an agreement with the State of Illinois or the United States, or any of their agencies or departments which commits such person to provide equal employment opportunity and which substantially fulfills the requirements of this section may file such agreement with the commission. Agreements so filed shall be affirmative action programs under this section unless rejected by a 2/3 vote of the appropriate committee of the commission as provided in the bylaws.

(7) **Contract Documents**

This Request for Proposals, and any addenda or other documents as are made a part hereof, together with the final proposal of the successful offeror and the City's written acceptance thereof, including the final agreement of the parties, shall comprise the Contract Documents. The Contract Documents shall constitute the entire agreement of the parties.

(8) **Bid Security**

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section II, the Specifications contained therein shall be controlling.

[X] Bid Security will <u>not</u> be required for this contract.

[ ] Bid Security will be required for this contract and shall be submitted in accordance with the following instructions.

(a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount of [ ] as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.

(b) Bids and bid security shall be delivered in a <u>separate sealed envelope</u> marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.

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(c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.

(d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.

(e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

(9) **Assignment**

The successful contractor shall not assign this contract without written consent of the City.

(10) **Insurance**

(a) The contractor, and any subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against all claims arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the contractor or subcontractor.

(b) On all contracts for the construction or maintenance of public works, the contractor and its subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.

(c) Minimum requirements for insurance are set forth in the Specifications contained in Section II of this document.

(d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

(11) **Delivery Terms**

All prices must be quoted F.O.B. City of Springfield, Illinois, at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by these specifications.

(12) **Specifications Shall Control**

In case of any conflict between these instructions and the Specifications contained in Section II, the Specifications contained herein shall control.

(13) **Clarification**

The City Purchasing Agent may request clarification of a Proposal or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the Proposal. Such communication shall not change the Proposal, the competitive nature of all Proposals or violate any ordinance, statute or law.

(14) **Royalties and Fees**

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

(15) **Time of Performance**

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

(16) **Indemnification**

The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of , or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

(17) **Sales Tax Exemption**

(a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

(b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

(18) **Multi-year Contracts**

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

(19) **Severability**

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

(20) **Choice of Law and Forum**

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

(21) **Execution of Contract**

(a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section IV of this booklet with signature acknowledged and signed in the same manner as prescribed in paragraph 1(a) of these Instructions.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

(22) **Unauthorized charges against city contracts**

This contract does not authorize an expenditure of city funds in excess of the contract amount without the prior approval of the city council. The contractor agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the city exceeds the contract amount. Any contract in excess of $100,000.00 must be approved by the City Council before any work is performed.

(23) **Federal, State, and Local Laws:**

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full.

(24) **Rejection of Bids**

Any and all bids received in response to an advertisement may be rejected by the Mayor.

SECTION II

SPECIFICATIONS

(& Drawings if Applicable)

SECTION II

Springfield CVB 2022 Summer Digital Marketing Campaign Digital/Email/OTT/Video/Creative

Intent:

This Request for Proposal is intended to establish a contract with a qualified vendor to digitally market the SCVB History Comes Alive summer program and leisure travel for the peak summer season. The intention would be to issue a 3-year contract to the successful bidder.

Target Cities: Iowa City, IA; Dubuque, IA; Davenport, IA; Cedar Rapids, IA; Moline, IL; Chicago, IL (suburbs); Madison, WI; Milwaukee, WI; Indianapolis, IN (suburbs), St. Louis, MO (suburbs), Kansas City, MO; Paducah, KY;

Target Demographic – Adults, age 30+, families, grandparents, interested in history, education, tourism, Abraham Lincoln, Cultural History/Heritage, road trip travelers

Channels – OTT, Video, Display, Retargeting, Facebook, Instagram, Facebook Live, Email and Text.

Minimum Requirements – 500,000 OTT commercials, Video 200,000 impressions, Display 500,000 impressions, Facebook/Instagram 50,000 people per day, five Facebook live segments, five email marketing deployments reaching 50,000 verified recipients per send.

Reporting – Dashboard, live reporting preferred and/or analytical updates delivered weekly to SCVB.

Content – all creative content produced by media outlet and should be included with bid price.

Schedule - Campaign dates: May 15, 2022-July 15, 2022.

Weighting Factors: Each identified evaluation criteria listed includes a weight ranking which will be used to determine the finalist.

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CONSIDERATION	EXPLANATION	WEIGHT
Pricing & Cost	• Reasonable inclusive proposal quote • Demonstration of Value Added Services • Includes multi-year rate guarantee	50
Services	• Ability to perform the necessary work • Ability to meet the City's current needs and beyond • Accessibility and accountability	35
Administration	• Flexibility • Experience • Diversity in your workplace • Quality of service delivery • References	10
Local Vendor	• Vendor in Springfield, IL (5 points) • Vendor in Sangamon County (3 points)	5

Total Maximum Available Points for the entire Evaluation Criteria is 100 points.
The City of Springfield reserves the right to accept the vendor's proposal that is, in their judgment, the best and most favorable to the interest of the City and to accept any item in the vendor's proposal or a portion thereof; to reject any and/or all vendor's proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the vendor's proposals; to waive irregularities and informalities in the process or in any vendor's proposal submitted; and award based on initial offer alone.
Please note – should you win the bid:

1) Creative proofs should go directly to Scott Dahl at the SCVB for approving the final campaign.
2) Billing must have PO# on it.
3) Billing must go directly to the attention of Krista Grant at the SCVB 109 N. 7th St. Springfield, IL 62701.
4) Any changes to the above specs must be approved by the SCVB prior to completion or they will not be accepted.

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CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

Contact: Office of the Purchasing Agent
Telephone: 217·789·2191

Date: March 3, 2022
Fax: 217·789·2207

Request for Proposal Index No: RFP CV22-34
Request for Proposal Name: 2022 Summer Digital Marketing Campaign
Pre Bid Meeting: N/A
Bid Security: N/A

Due Date: 3 P.M. Central Time USA: **March 31, 2022**

Sealed responses must be received in the Office of Budget and Management Purchasing Department, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Request for Proposal to the Purchasing Agent named above.

Name of Vendor: Sinclair Television of Illinois, LLC

Contact Name: Emily Lynch

Vendor Address: 2680 East Cook Street Springfield, Illinois 62703

Vendor E-Mail: erlynch@sbgtv.com

Phone: 217-891-0321 **Fax:** _____

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SECTION III

PROPOSAL FORM
AND
BID SHEET

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SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

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

2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 10 years and respectfully invites your attention to the following products and/or services:

3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

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

2680 East Cook Street Springfield, Illinois 62703

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: Emily Lynch

Phone: 217-891-0321

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

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

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

Emily Lynch
Signature of Bidder

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

Emily Lynch
Signature of Bidder

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

Emily Lynch
Signature of Bidder

8. Pursuant to Section 38.47(a)(4) of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Emily Lynch
Signature of Bidder

193-05-22

2024-263

Visit Springfield Illinois

Marketing Solutions

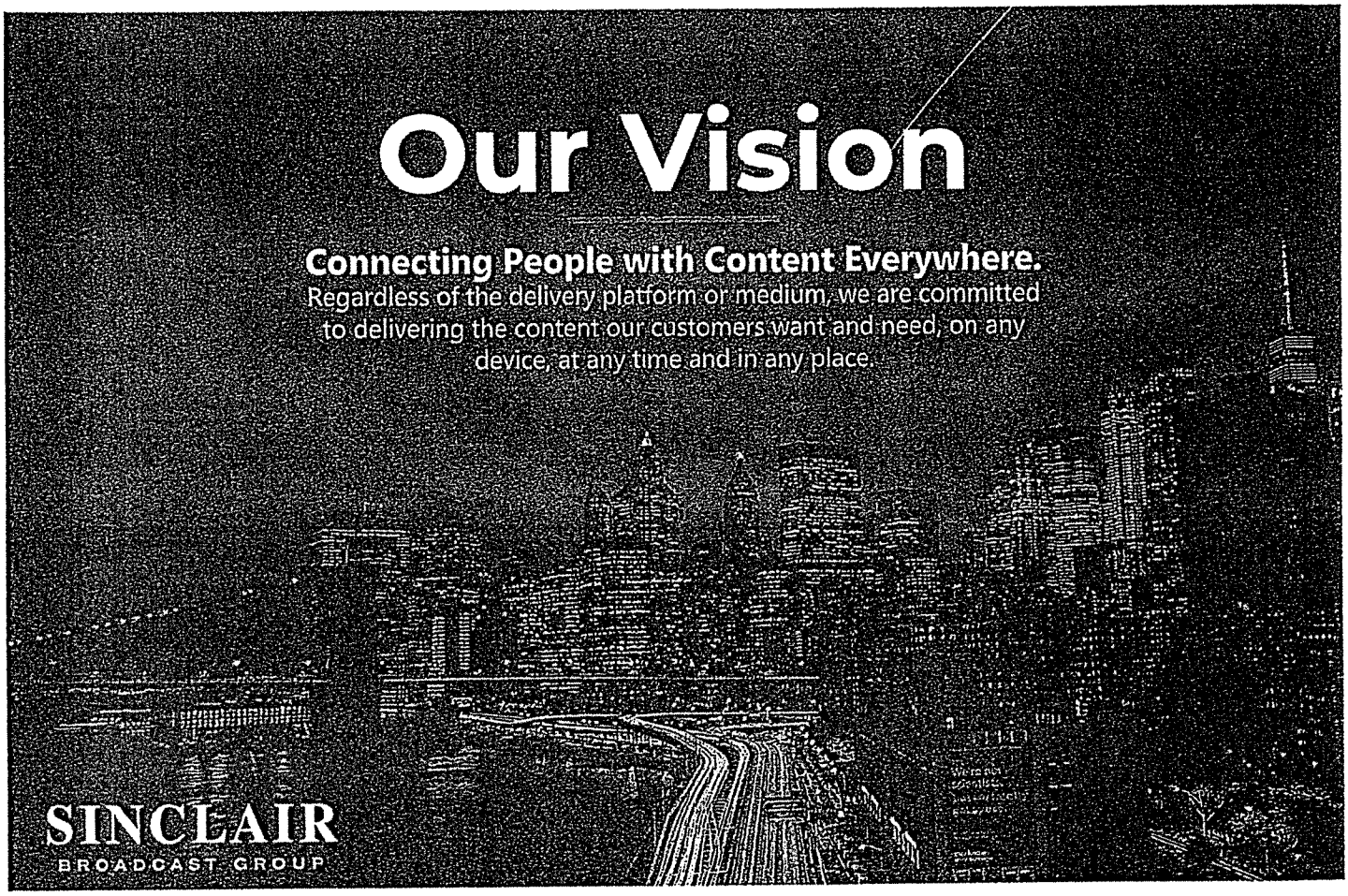
2022

Designed to influence and uniquely engage with interested consumers across multiple screens and platforms.

SINCLAIR

2022-176
2024-263

193-05-22



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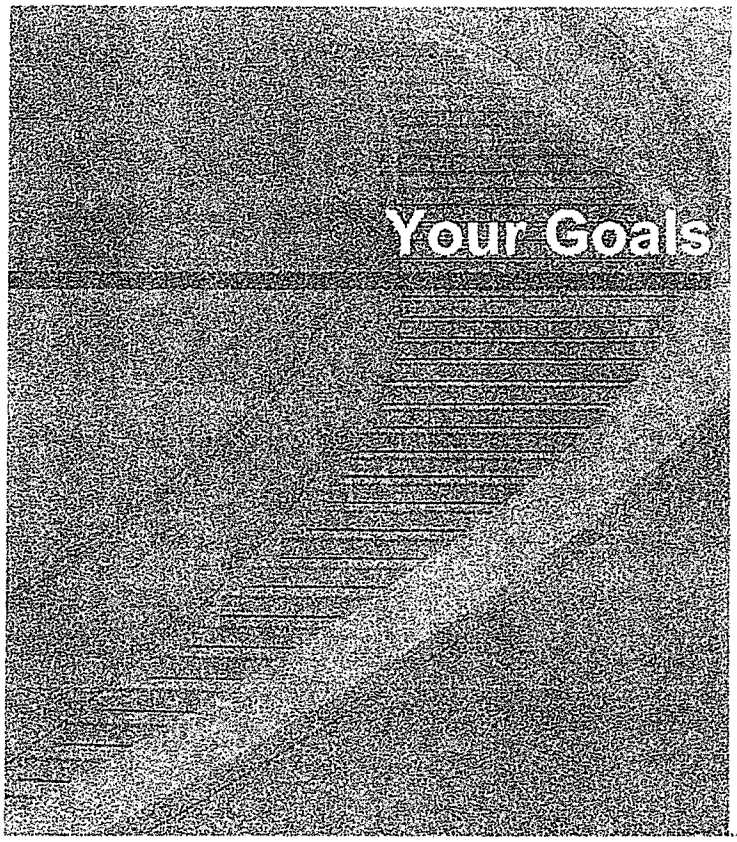

1 Target and saturate key cities

2 Find and target interested people to engage and influence

3 Use interactive popular platforms to promote the History Comes Alive program and leisure travel to Springfield

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BROADCAST GROUP

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STRATEGY

193-05-22

2024-263

Strategy

History COMES ALIVE

Geo target - We are going to target and saturate:

Madison, WI	Dubuque, IA	Moline, IL
Milwaukee, WI	Davenport, IA	Chicago, IL (suburbs)
Cedar Rapids, IA	Iowa City, IA	Indianapolis, IN (suburbs)
Paducah, KY	Kansas City, MO	St. Louis , MO (suburbs)

Audience target - We are going to find and target:

Adults, age 30+, Families, Grandparents, Interested in History, Education, Tourism, Abraham Lincoln, Cultural History or Cultural Heritage, Road Trip Travelers

Solutions – These are the engaging and influencing platforms we will use:

OTT	RETARGETING	FACEBOOK LIVE
VIDEO OUTREACH	FACEBOOK ADVERTISING	EMAIL MARKETING
DISPLAY OUTREACH	INSTAGRAM ADVERTISING	

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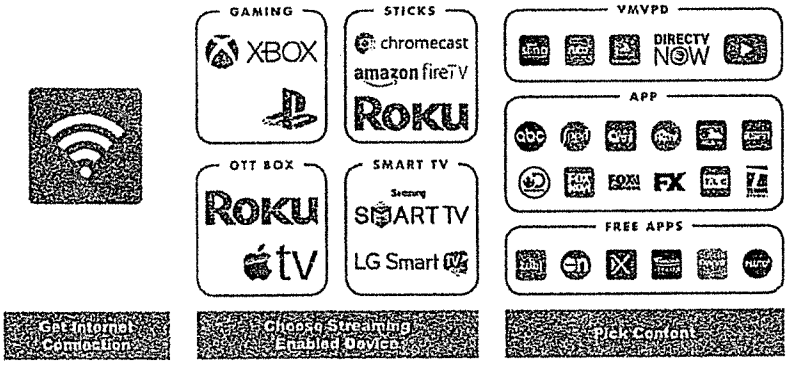
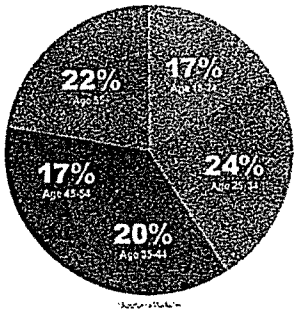
OTT "Over-The-Top"





— Millennials aren't the only ones watching OTT

More than 60% of OTT viewers are A25-54

- Creative Length :15 & :30
- Nielsen DMA's — All 210
- Currency: Impression CPM
- 95%+ Target VCR Rate
- 80%+ Target on CTV Device
- Creative Change Out Under 48 hrs
- 0% Non-Subscription Inventory
- Dedicated Account Managers
- Zip & Data Targeting
- Default Frequency Capping within CompulseOTT Universe at 3-5x/day

- Standard TV Commercial Inclusion
- Flexibility & Scale to Deliver Campaigns Anywhere
- Only Pay for Ads that Actually Run — Not Nielsen Estimates
- Verified Completion Rate Due to Non-Skip Ads
- Highest CTV Percentage in the Industry
- Flexible & Adaptive to Meet Your Creative Marketing Needs
- Brand Safe & Fraud Elimination — Confirmed Ad Locations
- Responsive, High Quality Team Serves Your Campaign
- Granular Targeting Available in Geo's and/or Demo's
- Ensures Your Ad is Not Served Multiple Times to the Same User

OTT DISTRIBUTION PLATFORMS

AGGREGATORS/VMVPD's

CONTENT/NETWORK SAMPLE

CompulseOTT With Its Own Ad Server

compulseOTT

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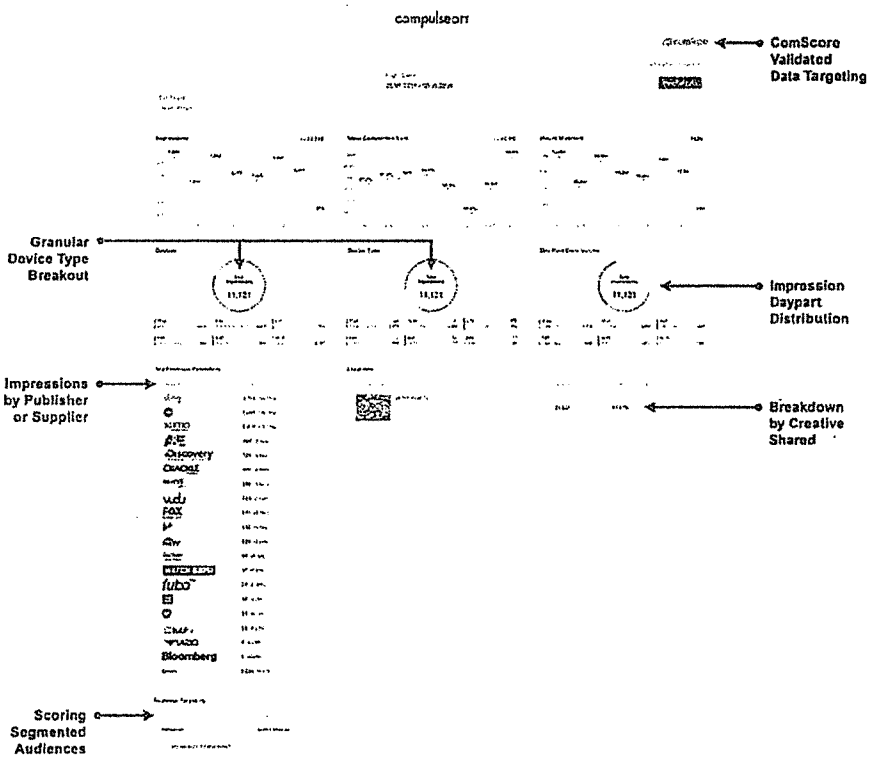
CompulseOTT

ComScore Validated Data

The only OTT platform with ComScore validated targeting for every impression served.



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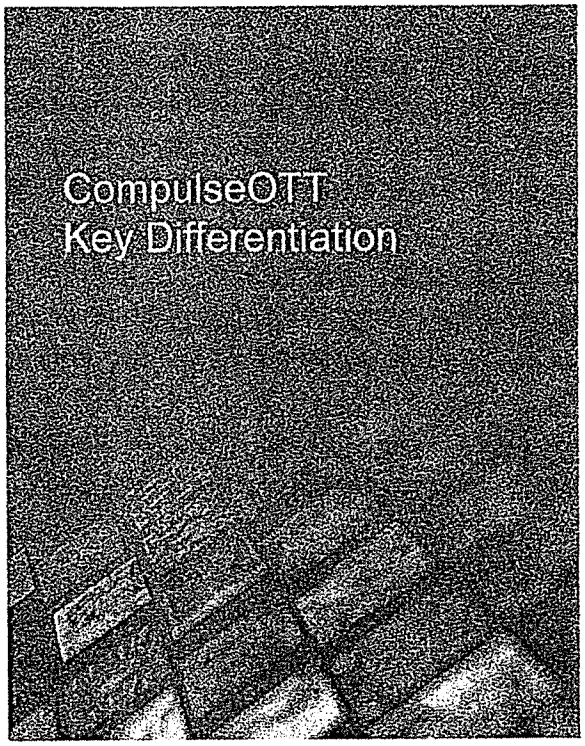
OTT "Over-The-Top"



- Daily Reporting Dashboards
- All Impressions in Non-Skippable or Live
- 90+% in CTV (less than 10% mobile or desktop)
- Validated Reporting by MRC accredited: ComScore
- Pure CTV Data Management Platform: TruOptik
- State, DMA or Zip Code Targeting
- Thousands of Data Segments for Targeting
- Exceptional & Responsive Customer Service

compulseOTT

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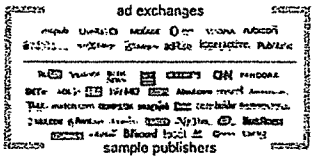
Video & Display Outreach

inventory

Access to the widest array of premium, brand safe display inventory across desktop, mobile phones and tablets.

- Access to 800+ billion impressions per month
- Reach more than 90% of the consumers in your local area
- Programmatic buying provides access to name brand sites, apps and Big Data targeting without hefty commitments

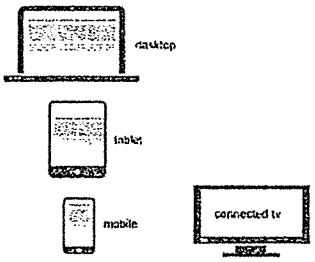


technology

Proprietary Real-Time Bidding (RTB) platform built on High-Frequency Trading (HFT) principles. Designed to optimize performance and delivery of LOCAL display advertising.

- Process 400,000+ bid requests per second
- Identify more available impressions in each local market
- Filter each available impression using up to 1,588 data points
- Utilize best-in-class 3rd party data sources and proprietary 1st party data

devices

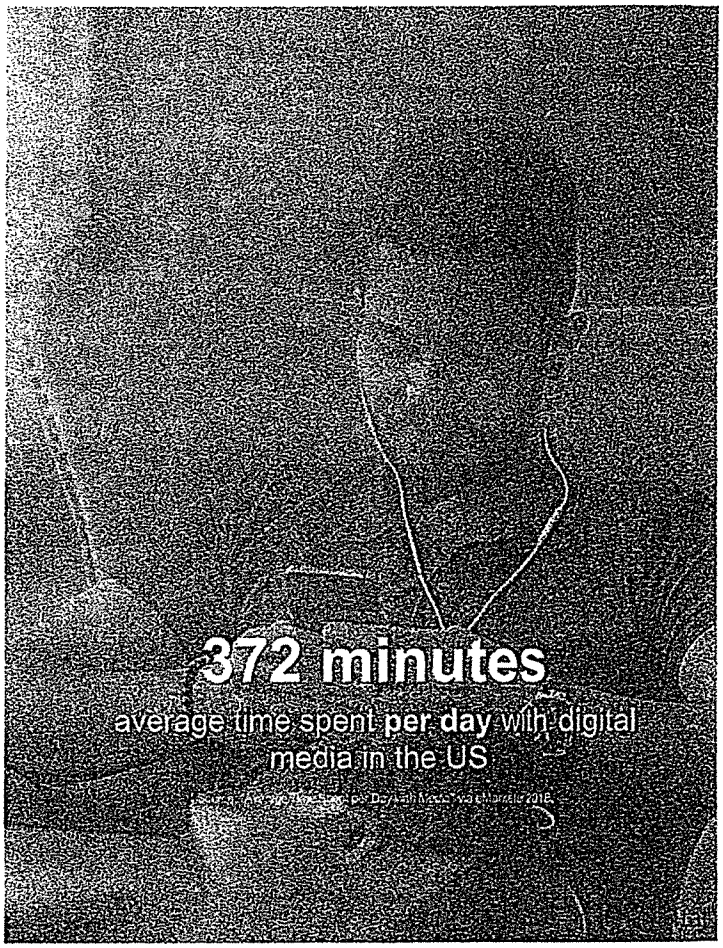


targeting

- DMA
- City
- State
- Zip code

- Gender
- Age
- Income

- Interest Categories



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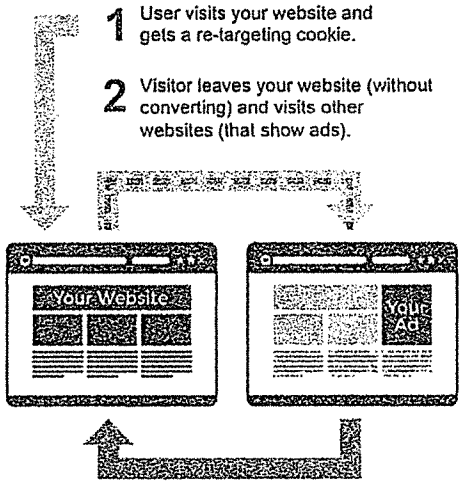
Retargeting

what is re-targeting?

Re-targeting is the process of showing ads to people who have already visited your website so as to get them to return and do business with you.

how re-targeting works

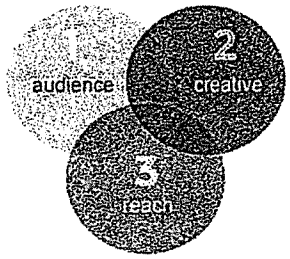


1 User visits your website and gets a re-targeting cookie.

2 Visitor leaves your website (without converting) and visits other websites (that show ads).

3 Visitor is shown your ad (based on cookie received) and then returns to your website either by clicking the ad...OR... searching for or typing in URL.

three pillars to retargeting success



one: audience

Create segmented audience lists based on behavior and interests i.e., use your website's different pages/ sections to build different audiences.

two: creative

Connect with each audience with specific messages that speak to them i.e., create ads that reflect who your audience is, as well as their needs.

three: reach

Visit YOUR customers when they surf the web i.e., work with a platform with massive reach.

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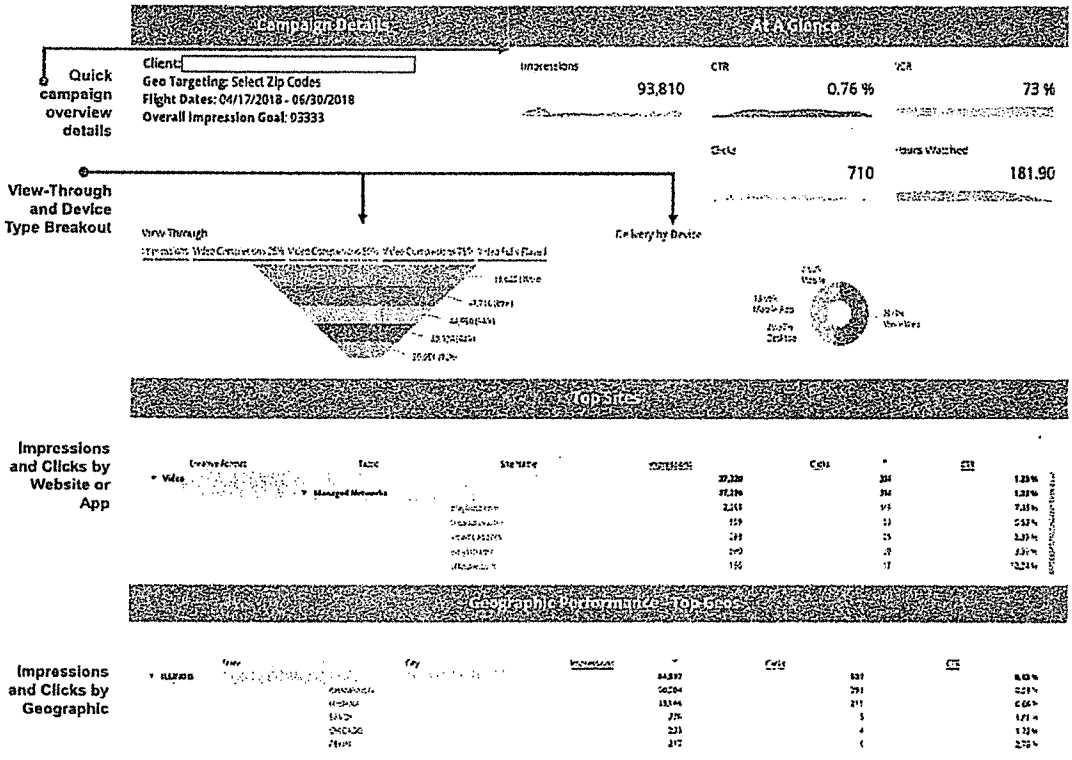
Live Reporting Dashboard

Targeted
Outreach
Daily Reporting

GUARANTEED
Fraud-Free

We take fraud protection seriously. Multiple defenses are in place to ensure your campaign is never compromised.

PLUS all campaigns are constantly monitored by local ad optimization analysts.



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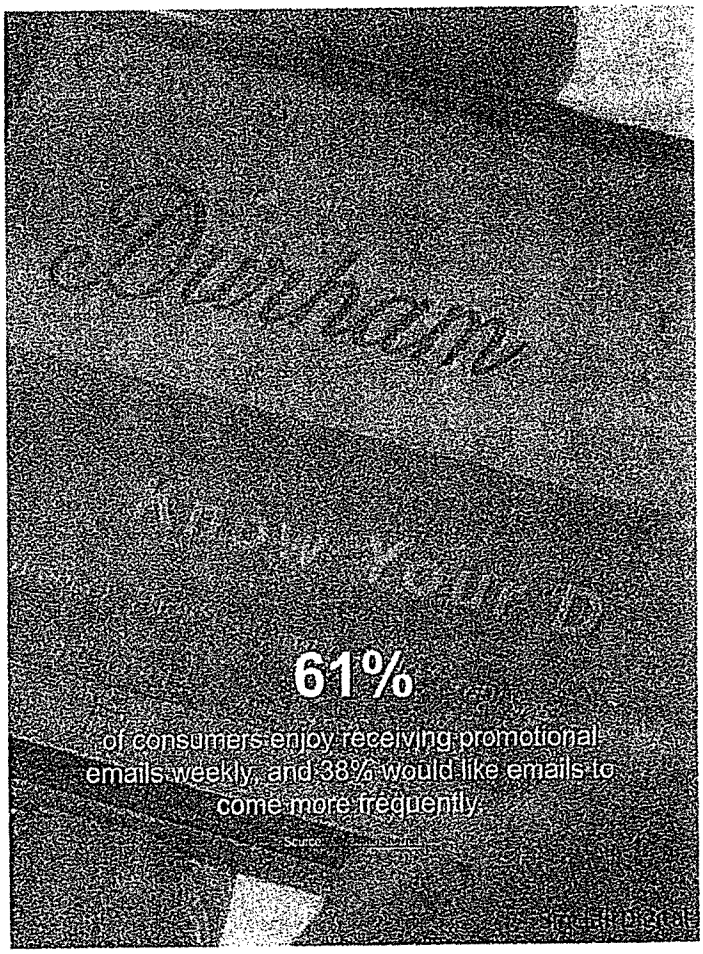
Email Marketing

Over 88% of smartphone users actively check email on their phones, which makes email more popular than any other app for both iPhones and Androids.

- We **GUARANTEE** results!

Our Email Marketing solution comes with a guaranteed 8% Open-Rate and 1% Click-Rate.

- Target your core consumer base by geo, gender, age, ethnicity, house hold income, net worth, credit score, hobbies, interests, behaviors, and more.
- Our database is kept current and up to date with active users that have been in the market for your business in the last 30-60 days.
- Generating responsive HTML e-mail designs, which means that your campaign is fully responsive and available on all platforms.
- With direct social media integration we inspire your new consumers to share, like and send this campaign to others.
- Creates a strong lead generation and acquires interested and loyal consumers.
- Highly measurable with detailed reporting 7 days after deployment.



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Email Marketing

Our email records go through a detailed verification process to confirm that emails are:

- **Active and valid**
- **Belong to and are maintained by the person associated with the record**
- **Used by individuals who want to receive promotional emails**

QUALITY	• Highly sourced, 5 to 7 layers • Proprietary behavioral insight selects • Unparalleled Customer Service
CLEAN	• Extensive Email verification & opt-in process • Data refreshed and appended weekly • Opt-out once, opt-out forever
ANALYTICS	• **Proprietary layering and modeling** • **Finely tuned data delivers rich results** • **Reach highly targeted, specific, "Intenders"**

Our list

General consumer data compiled into a comprehensive national list of over 132 million households and 200 million individuals.

Constant refresh

Database is completely rebuilt every two months with new information provided by leaders in the data marketing industry such as Acxiom, Experian, and InfoUSA.

Enhanced data

Demographic, behavioral, purchase, health, travel, and real property data is applied to each record to enhance the value of each piece of data.

Government matched

Matched against the US Postal National Change of Address database to ensure accuracy and deliverability.

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Facebook & Instagram Advertising

Benefits

Increase existing customer spending and loyalty by extending your reach and impact across targeted social media platforms

facebook. Instagram

Two billion people use Facebook every month.

1 of every 5 minutes people in the US spend on mobile is on Facebook or Instagram.

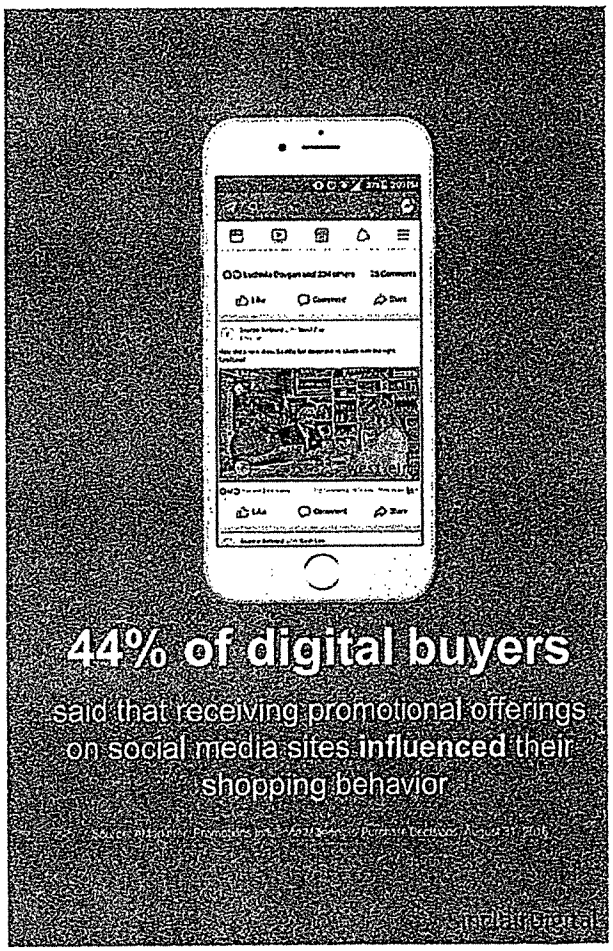
500 million Instagrammers use the app each month.

Find people easily

You can choose your audience based on demographics, behaviors or contact information.

Get their attention

Our ad formats are eye-catching, flexible and work on every device and connection speed.



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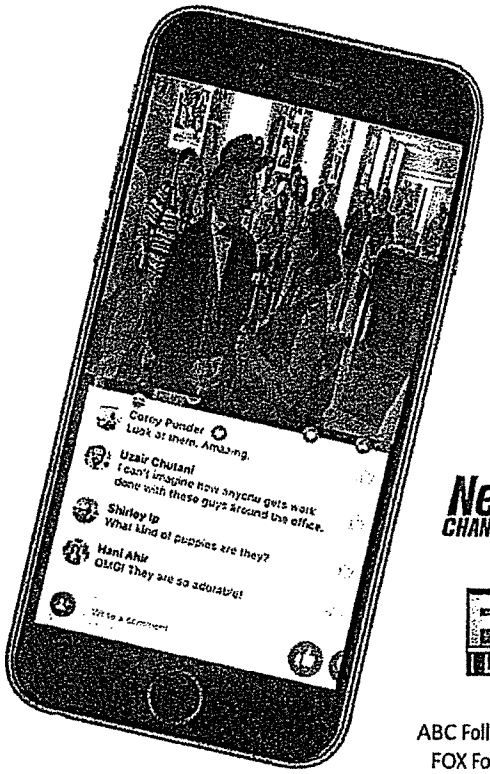
Facebook Live

FB Live lets you connect with the regional and local people who care most. ABC NewsChannel 20 & Fox Illinois' followers can receive notifications when we go live so they can tune into the broadcast at just the right time.

FB Live is the best way to interact with our viewers in real time. We will do special Facebook Live's from the ABC NewsChannel 20 and FOX Illinois Facebook pages sharing a *whatever you'd like to show!* In 2018, we went live to promote History Comes Alive. We were live from the ALPLM, an ice cream social at the Edwards Place, newly renovated Springfield Visitor's Center, and listened to the Lincoln Troubadours in the Old State Capitol.



ABC Followers: 223,274
FOX Followers: 41,815
TOTAL Followers: 265,089

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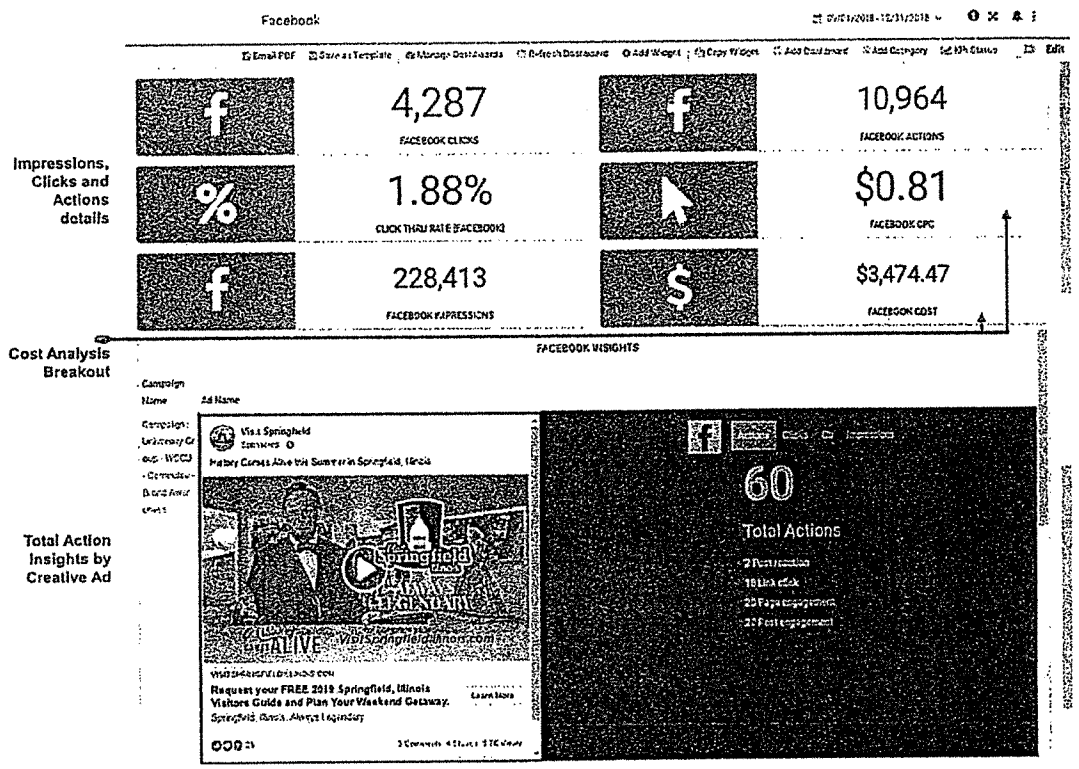
Live Reporting Dashboard

Social Media Daily Reporting

GUARANTEED
Fraud-Free

We take fraud protection seriously. Multiple defenses are in place to ensure your campaign is never compromised.

PLUS all campaigns are constantly monitored by local ad optimization analysts.



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INVESTMENT

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Why Sinclair?

We bring our vision of
Connecting People with Content Everywhere
in all we do.

TECHNOLOGY

We have invested heavily into our ad tech to lead the industry and provide advanced targeting, premium placement and a real quality audience to our partners.

LOCAL TEAM

Working with local businesses is something we don't take for granted and having a local approach is crucial to our vision. You will have a LOCAL dedicated team to help with all your marketing needs.

FLEXIBILITY

Need to swap out a creative set, move geographic location, or change day parts...no problem! We can update campaigns within 48 hours. You can make changes/updates/revisions when necessary with quick turnarounds.

REPORTING

Transparency is crucial. You should have complete insight into your marketing campaigns and should be able to access that performance data whenever you want. We provide that for all our partners.

Recap from 2019 Campaign

We delivered the following results in April – August 2019:

545,492 OTT commercials
701,723 Display/Video Impressions
5,161,519 Facebook Impressions
58,561 Email Opens

Over 6,467,295 views

In areas of focus such as: Madison and Milwaukee WI, Indianapolis, Chicago, Cedar Rapids, Dubuque IA and Paducah, KY

Springfield Illinois | ALWAYS LEGENDARY

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Agreement

SINCLAIR BROADCAST GROUP · FOX ILLINOIS · NEWS CHANNEL 20 · SinclairDigital

OTT
- 648,648 total commercials
- Geo and Audience targeted
- Live Reporting Dashboard included

Video Outreach
- 240,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Display Outreach
- 750,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Facebook & Instagram Advertising
- Est. Daily Results Reach: 58,000 - 166,000 people
- Geo and Audience targeted
- Live Reporting Dashboard included
- Potential Reach 4,900,000-5,700,000

Facebook Live
- 7x total Facebook Live segments featuring on-air talent during campaign period via ABC NewsChannel 20 or FOX Illinois Facebook pages

Email Marketing
- 5x total Email Sends reaching 60,610 recipients per send or 303,050 recipients' total
- Deployment dates whenever you'd like
- Geo and Audience targeted
- SMART MAILER, direct mail component (500 cards mailed per execution) based on increased web traffic

Added Value
- Production of all creative
- 6 Marketplace Interviews to air on ABC News Channel 20
- Discounted Rates
  - ($6 discount for OTT CPM, $5 discount for VO, $4 discount for DO)

Campaign Dates: May 15, 2022 – July 15, 2022

Total Investment: $75,000 net

_____
Name (print)

_____
Business Name

_____
Signature *Date*

30 day written notice required in the event of a cancellation.

This sale of advertising is subject to the Standard Advertiser Terms and Conditions (the "Terms") in effect on the date the advertising order is accepted, which Terms are incorporated by this reference and are available at http://sbgi.net/?p=1224 (and will also be sent by mail or fax upon written request). The parties intend for the Terms to be part of their agreement and be bound thereby; any additional or different terms in any purchase order or other document are hereby rejected. All pricing is in NET terms. SBGTV Cancellation Policy: All set up fees are non-refundable. If you choose to cancel, you will need to provide cancellation in writing with 30-day notice of cancellation.

***Based on consistent spend level, rates will remain flat through 2025**

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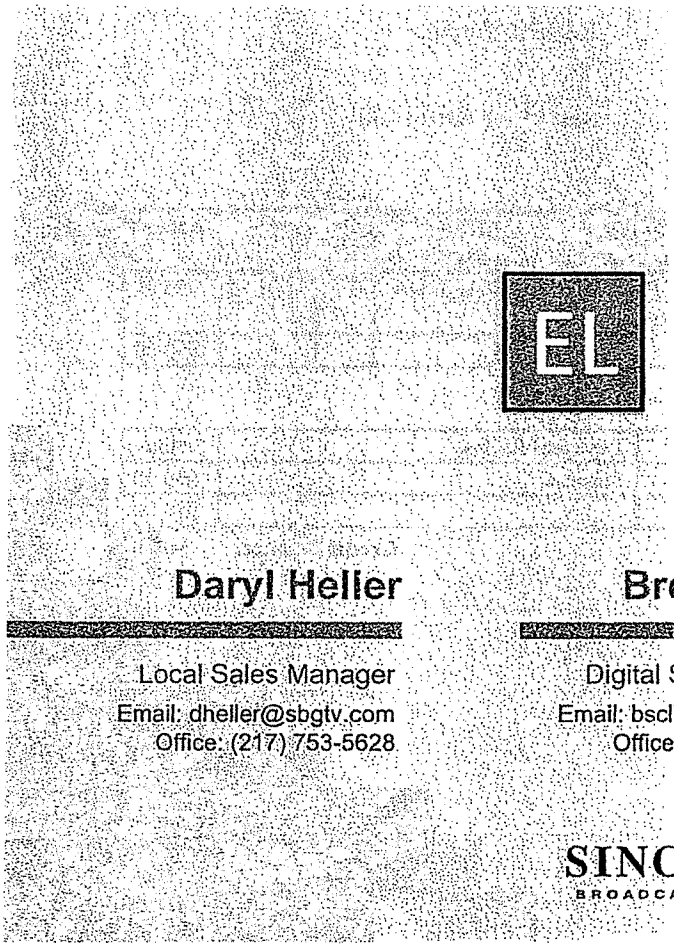

Emily Lynch

Marketing Consultant
Email: erlynch@sbgtv.com
Cell: (217) 891-0321

Daryl Heller

Local Sales Manager
Email: dheller@sbgtv.com
Office: (217) 753-5628

Brett Clifton

Digital Sales Manager
Email: bsclifton@sbgtv.com
Office: (217) 351-8500

Amanda Painter

Digital Sales Coordinator
Email: apainter@sbgtv.com
Office: (217) 753-5619

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BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Taylor Aversa
10706 Beaver Dam Road
Cockeysville, MD 21030, USA

Work Order #: W2022031501659
March 15, 2022
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 11666

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Certificates	Fees	20222175541	3/15/2022 2:11:34 PM	Approved	1	$50.00	$50.00
Total							$50.00

Payments

Type	Description	Payment Status	Amount
Credit Card	6473787012206435303076	Success	$50.00
Total			$50.00

Credit Balance: $0.00

Taylor Aversa
10706 Beaver Dam Road
Cockeysville, MD 21030, USA

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SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify, that the following is a list of all organizational documents on file in this office for

SINCLAIR TELEVISION OF ILLINOIS, LLC

Organizational Documents on File	Filing Date

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, SINCLAIR TELEVISION OF ILLINOIS, LLC, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 03/11/2013, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 03/15/2022

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202203152490018
You may verify this certificate online at http://www.nvsos.gov

20224-21636

193-05-22

SECTION IV

SAMPLE CONTRACT EXECUTION PAGES

TO BE COMPLETED ONLY UPON AWARD OF CONTRACT

SECTION IV
CONTRACT EXECUTION PAGES

AGREEMENT made this by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and **Sinclair Television of Illinois, LLC** hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: **2022 Summer Digital Marketing Campaign** in accordance with the proposal of the contractor and the "Instructions to Bidders and General Conditions, Specifications and Drawings," and other provisions set forth in the Contract Documents heretofore prepared therefore, which are hereby referenced and made a part of this contract.

2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Proposal Form and Bid Sheet" signed by the Contractor and dated March 31, 2022 subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.

3. This agreement shall embrace and include all of the Contract Documents which are as follows:

Section I - Notice, Instructions to Bidders and General Conditions
Contract Index No.: **RFP CV22-34**
Dated: **MARCH 3, 2022**

Section II- Specifications and Drawings
Contract Index No.: **RFP CV22-34**
Dated: **MARCH 3, 2022**

Section III - Proposal Form and Bid Sheet - (Signed by Contractor)
Contract Index No.: **RFP CV22-34**
Dated: **March 31, 2022**

Section IV- This Agreement
Contract Index No.: **CV22-34**
Dated:

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

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4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.

5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed, in triplicate, the day and year first written above.

ATTEST: _____ PURCHASER: CITY OF SPRINGFIELD, ILLINOIS
City Clerk

BY: _____
MAYOR or Director of OBM

Approved for legal sufficiency: _____

ATTEST: _____ CONTRACTOR: _____
Secretary (Name of Business)

BY: _____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF)
) SS
COUNTY OF)

I _____, a notary public in and for said County in the State aforesaid, do hereby certify that _____ (name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

93-05-22

2024-263

(Acknowledgment by Individual Contractor or Partnership)

STATE OF)
) SS
COUNTY OF)

I,_____a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and _____, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this_____day of_____, 20_____.

_____
Notary Public

****

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, Rex A Range, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **JAMES O. LANGFELDER, MAYOR, and FRANK J. LESKO,CITY CLERK,** of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this 6th day of May, 2022

Notary Public

Official Seal
Rex A Range
Notary Public State of Illinois
My Commission Expires 5/27/2025

193-05-22

2022 - 1 ~ 2024-263

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 4/19/2022

OFFICE REQUESTING: Springfield CVB
CONTACT PERSON: Krista Grant
PHONE NUMBER: 789-2360 Ext. 5534

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Low Bid Award
FISCAL IMPACT: $75,000

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED $75,000 FOR DIGITAL MARKETING CAMPAIGN FROM 5.15 TO 7.15, 2022, 2023 AND 2024. SINCLAIR TELEVISION OF ILLINOIS, LLC WAS THE BEST BID ON RFP CV 22-34, 2022 SUMMER DIGITAL MARKETING CAMPAIGN.

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

CONTRACTOR / VENDOR NAME: Sinclair Television of Illinois, LLC
VENDOR NO: vc*5229

CONTRACT TERM: 5/15 - 7/15, 2022. Optional '23 and '24
Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$75,000.00 (Original amount if change order)		

Method of Purchase (check one)

[ ] Low Bid
[x] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other: _____
[ ] Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No [ ] Yes [x]
Is Purchasing Agent approval attached? No [ ] Yes [x]

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	021	114	VIST	VIST	1226	75,000.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 4-11-2022
DIRECTOR / SUPERVISOR SIGNATURE Date: 4.8.22
CITY PURCHASING AGENT: Amanda C. Long Date: 4/11/2022

COMMENTS

The Springfield Convention and Visitors Bureau sought bids for the 2022 Summer Digital Marketing Campaign. Sinclair was the best bidder. RFP # CV22-34.

SIGN OFF: _____ (Mayor's Signature) _____ (Director of OBM)

2022-176
2024-263

193-05-22 2022

2023-112

144-04-23

AN ORDINANCE AUTHORIZING A ONE YEAR RENEWAL OF CONTRACT RFP # CV22-34 W ITH SINCLAIR TELEVISION OF ILLINOIS, LLC, FOR THE 2023 SUMMER DIGITAL MARKETING CAMPAIGN, FROM MAY 15, 2023 TO JULY 15, 2023, FOR AN AMOUNT NOT TO EXCEED $75,000.00, FOR THE SPRINGFIELD CONVENTION AND 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 City Council previously adopted ordinance number 193-05-22 authorizing the execution of RFP # CV22-34 for the 2022 Summer Digital Market Campaign with two optional renewals; and

WHEREAS, Sinclair Television of Illinois, LLC is willing to renew the existing contract with the City of Springfield for the 2023 Summer Digital Market Campaign from May 15, 2023, through July 15, 2024, in the amount of $75,000.00; and

WHEREAS, pursuant to requirements of Section 38.44(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties.

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

Section 1: That the City Council authorizes a one year renewal of RFP # CV22-34 with Sinclair Television of Illinois, LLC for the 2023 Summer Digital Marketing Campaign from May 15, 2023, through July 15, 2023 for an amount not to exceed $75,000.00 to, for the Springfield Convention and Visitors Bureau. The Mayor and the City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of $75,000.00 to Sinclair Television of Illinois, LLC (VC*5229) in accordance with the terms of RFP # CV22-34, from account number 021-114-VIST-VIST-1226.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: April 5, 2023

RECORDED: April 10, 2023

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: April 10, 2023

_____
Mayor James O. Langfelder

Approved as to legal sufficiency:

_____
Office of Corporation Counsel /Date

Requested by: Mayor James O. Langfelder

S:\WPDOCS\ORDINANC\EXCEPTIO\Competitive Sealed Proposal\CVB Sinclair Television of IL 5-15-23 -7-15-23.doc Tracking No. 17462

144-04-23

2023-112

2024-263

Agreement

OTT
- 648,648 total commercials
- Geo and Audience targeted
- Live Reporting Dashboard included

Video Outreach
- 240,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Display Outreach
- 750,000 total impressions
- Geo and Audience targeted
- Live Reporting Dashboard included
- Retargeting Included

Facebook & Instagram Advertising
- Est. Daily Results Reach: 58,000 - 166,000 people
- Geo and Audience targeted
- Live Reporting Dashboard included
- Potential Reach 4,900,000-5,700,000

Amazon Complete OTT
- 100,000 total commercials
- Geo and Audience Targeted
- Live Reporting Dashboard
- Includes freevee, twitch, news, and aps

Email Marketing
- 5x total Email Sends reaching 60,610 recipients per send or 303,050 recipients' total
- Deployment dates whenever you'd like
- Geo and Audience targeted
- SMART MAILER, direct mail component (500 cards mailed per execution) based on increased web traffic

Added Value
- Production of all creative
- 6 Marketplace Interviews to air on ABC News Channel 20
- Discounted Rates
- ($6 discount for OTT CPM, $6 discount for VO, $4 discount for DO)

James O. Langford
Name (print)

City of Springfield
Business Name

Signature *Date* 04/10/23

30 day written notice required in the event of a cancellation.

This sale of advertising is subject to the Standard Advertiser Terms and Conditions (the "Terms") in effect on the date the advertising order is accepted, which Terms are incorporated by this reference and are available at http://sbgi.net/tos1224 (and will also be sent by mail or fax upon written request). The parties intend for the Terms to be part of their agreement and be bound thereby; any additional or different terms in any purchase order or other document are hereby rejected. All pricing is in NET terms. SBGTV Cancellation Policy: All set up fees are non-refundable. If you choose to cancel, you will need to provide cancellation in writing with 30-day notice of cancellation.

***Based on consistent spend level, rates will remain flat through 2025**

Campaign Dates: May 15, 2023 – July 15, 2023

Total Investment: $75,000 net

2023-112
2024-263

144-04-23

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 3/21/2023

OFFICE REQUESTING: Springfield CVB
CONTACT PERSON: Krista Grant
PHONE NUMBER: 789-2360 Ext. 5534

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Low Bid Award
FISCAL IMPACT: $75,000

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED $75,000 FOR DIGITAL MARKETING CAMPAIGN FROM 5.15 TO 7.15, 2022, 2023 AND 2024. SINCLAIR TELEVISION OF ILLINOIS, LLC WAS THE BEST BID ON RFP CV 22-34, 2022 SUMMER DIGITAL MARKETING CAMPAIGN.

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

CONTRACTOR / VENDOR NAME: Sinclair Television of Illinois, LLC
VENDOR NO: vc*5229

CONTRACT TERM: 5/15 - 7/15, 2022. Optional '23 and '24
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$75,000.00 (Original amount if change order)		

Method of Purchase (check one)

[ ] Low Bid
[X] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other: _____
[ ] Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	021	114	VIST	VIST	1226	75,000.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 3-13-23
DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 3-13-23
CITY PURCHASING AGENT: _____ Date: 3/15/23

COMMENTS

The Springfield Convention and Visitors Bureau sought bids for the 2022 Summer Digital Marketing Campaign. Sinclair was the best bidder. RFP # CV22-34.

SIGN OFF:

_____ (Mayor's Signature)

_____ (Director of OBM)

2023-112
2024-263

144-04-23
17462

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 07/02/2024

OFFICE REQUESTING: Convention & Visitors Bureau
CONTACT PERSON: Scott Dahl
PHONE NUMBER: 217-789-2360 x5531

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Contract Renewal (Low Bid)
FISCAL IMPACT: $75,000.00

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

SUGGESTED TITLE:

An amending ordinance authorizing a second-year renewal of Contract RFP #CV22-34 with Sinclair Television of Illinois for the 2024 Summer Digital Marketing Campaign for an amount not to exceed $75,000.00 for the Springfield Convention and Visitors Bureau

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

Agreement Letter
Ordinance 144-04-23

CONTRACTOR / VENDOR NAME: Sinclair Television of Illinois, LLC
VENDOR NO: VC*5229

CONTRACT TERM: May - July 2022 through 2024
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: nte $225,000.00 (cumulative)
(Original amount if change order)

Change Order #

$75,000.00
Additional Amount

Method of Purchase (check one)

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: E\Request for Proposal
[ ] Exception:
Code Provision:

Previous Ord #'s
Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	021	114	VIST	VIST	1226	$75,000.00
2						
3						
4						

FUNDS CHECK BY: C. Heinzel	Date: 06/24/2024
DIRECTOR / SUPERVISOR SIGNATURE	Date: 6.24.24
CITY PURCHASING AGENT: J. Michael Lesko	Date: 06/24/2024

COMMENTS

Ordinance 144-04-23 extended the RFP pricing submitted in CV22-34; 2022 Summer Digital Marketing Campaign through the summer of 2023. This ordinance authorizes a second extension as offered in the proposal under the existing terms, conditions and costs associated with the original agreement with Sinclair Television of Illinois, LLC and the ordinance extension. This authorizes payment not to exceed $75,000.00 from FY2025.

SIGN OFF:

(Mayor's Signature) GEM

Ramona Metzger 6/24/2024
(Director of OBM)

S\Excel\Forms\Ord Fact Sheet - Sinclair Renewal

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-263

2024-264

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN THE AMOUNT NOT TO EXCEED $5,000.00 TO LEVITT AMP SPRINGFIELD MUSIC SERIES ("LAMPS") FOR FISCAL YEAR 2025, FOR THE OFFICE OF THE MAYOR

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, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Levitt AMP Springfield Music Series have requested financial assistance in the amount of $5,000.00 for sponsorship for fireworks to be utilized on Thursday August 1, 2024; and

WHEREAS, the City desires to show its support for the fireworks at the Levitt AMP Springfield Music Series on Thursday, August 1, 2024.

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

Section 1: That the City Council hereby approves and authorizes the acceptance and execution of an Agreement with and payment in the amount of $5,000.00 to Levitt AMP Springfield Music Series for the Capital City Celebration to be held in downtown Springfield June 30 - July 4, 2024. The Mayor and the City Clerk are hereby authorized to execute the agreement which shall be located in the Office of the City Clerk.

Section 2: That the Office of Budget and Management is hereby directed to make payment to Levitt AMP Springfield Music Series (0DOW6100) in the amount of $5,000.00 from account number 001-107-GENC-VARI-2110.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ / 6/28/24
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\Mayor\2024\Agreements\Levitt Amp fireworks $5,000.00.doc

2024-264

LEVITT
Springfield
MUSIC SERIES
PNC

FREE FAMILY-FRIENDLY
CONCERTS
EVERY THURSDAY
6:00–9:30 PM
MAY 30 – AUG 1

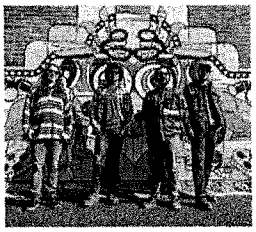
DOWNTOWN SPRINGFIELD
4TH & JACKSON
NEXT TO THE GOVERNOR'S MANSION

BRING YOUR LAWN CHAIRS & PICNICS
- DANCE INTERMISSION
- FREE KIDS ACTIVITIES
- ASL INTERPRETERS PROVIDED
- FOOD TRUCKS & TENTS
- MAKERS' ROW & COMMUNITY ROW

MAY 30, 2024 ROOTS & BLUES
PAUL BEAUBRUN
DEVIN C. WILLIAMS | BLUES

JUNE 6, 2024 BRASS
EMPIRE STRIKES BRASS
TULO★EADS | ROCK & ROLL

JUNE 13, 2024 ZYDECO
CURLEY TAYLOR & ZYDECO TROUBLE
ZUH-CARI | HIP HOP & SOUL



JUNE 20, 2024 BLUEGRASS
ARMCHAIR BOOGIE
WOLF CRICK BOYS | PUNKGRASS

JUNE 27, 2024 SOUL FOLK
KYSHONA
JJ BRADLEY | R&B/SOUL

JULY 4, 2024 ROCK
TYLER BRYANT & THE SHAKEDOWN
COLIN HELTON BAND | ROCK

JULY 11, 2024 AFRO CUBAN JAZZ
OKAN
GO! TSUNAMI | SURF ROCK

JULY 18, 2024 RHYTHM & SOUL
PEOPLE BROTHERS BAND
POSITIVELY 4TH STREET | ROCK/COUNTRY/BLUES

JULY 25, 2024 ALTERNATIVE COUNTRY
THE CACTUS BLOSSOMS
DOGS AT LARGE | INDIE COUNTRY

AUGUST 1, 2024 LATIN
RADIO FREE HONDURAS
JOSE GOBBO TRIO | JAZZ

LEVITTAMPSPRINGFIELD.ORG

AND ON @LEVITTAMPSPI

LEVITT FOUNDATION · PNC · ITAC · COMMUNITY FOUNDATION · ILLINOIS REALTORS · Springfield Sangamon Growth Alliance · LRS · Memorial Health · MSFW · Springfield clinic · US bank · HERITAGE FOUNDATION · npr Illinois · 1221 PHOTOGRAPHY · Central · ARTS · TWO MEN AND A TRUCK · Solution PRINTING

2024-264

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Mike Disco

OFFICE REQUESTING: Mayor's Office

PHONE NUMBER: (217) 789-2200

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

FISCAL IMPACT: $5,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED TO $5,000 TO LEVITT AMP SPRINGFIELD MUSIC SERIES (LAMPS) FOR FISCAL YEAR 2025.

CONTRACTOR / VENDOR NAME: Levitt AMP Springfield Music Series(LAMPS) **VENDOR NO:** 0DOW6100

CONTRACT TERM: Sponsorship Award **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	2110	$5,000.00
2						
3						
4						

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

STAFF ANALYSIS

If awarded, the Levitt AMP Springfield Music Series (LAMPS) will receive $5,000 for fireworks to be utilized on Thursday, August 1st, 2024.

FUNDS CHECK BY: Courtney Kleist **Date:** 06/28/2024

DIRECTOR / SUPERVISOR: Raymond **Date:** 06/28/2024

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____ 6/28/2024

(Mayor's Signature) GEM (Director of OBM)

The information supplied on this form is not confidential information.

2024-264

2024-265

AN ORDINANCE RELEASING REVERSION RIGHTS PURPORTEDLY RESERVED IN ORDINANCE 269I46 (BOOK 414 M PAGE 421) "AN ORDINANCE VACATING THE EAST 160 FEET OF THE PUBLIC ALLEY LYING BETWEEN MASON AND MADISON STREETS EXTENDING FROM THE EAST LINE OF NINTH STREET TO THE WEST LINE OF THE STREET AND RESERVING A CERTAIN EASEMENT UPON THE REAL ESTATE UPON WHICH SAID ALLEY HAS BEEN LOCATED" DATED NOVEMBER 30, 1936, FOR THE OFFICE OF THE MAYOR

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 passed Ordinance 092-03-22, which supported the donation of property at the site of the 1908 Springfield Race Riots located at 300 N. Ninth Street along the Tenth Street Rail Corridor to the United States government; and

WHEREAS, the rights reserved by Ordinance 269I46 (Book 414 M Page 142) pertain to portions of property intended to be donated pursuant to 092-03-22; and

WHEREAS, it is in the best interest of the City to relinquish the reversionary rights purportedly retained by Ordinance 269I46 (Book 414 M Page 142) passed November 30, 1936, so clear title can be conveyed to the United States government, or any entity thereof, or to a non-profit organization dedicated to the preservation of historical and cultural sites.

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

Section 1: In furtherance of the objectives and interests set forth in Ordinance No. 092-03-22, the City hereby releases and relinquishes any rights reserved in the Ordinance dated November 30, 1936, and passed on November 30, 1936 and recorded in Book 414 M, Page 421, records of Sangamon County, to condition the vacation on continued future enjoyment of easements reserved by the Ordinance or to re-establish an alley upon the real property described therein by repeal of that Ordinance or otherwise; provided, however, that the City does not release or relinquish the utility easements reserved in that Ordinance.

Section 2: That the City Clerk is hereby directed to record a copy of this Ordinance with the Sangamon County Recorder.

Section 3: 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:

_____ 6/28/24
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Mayor\2024\Other\releasing reversion rights.docx

2024-265

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/2/24

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Mayor's Office

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE RELEASING REVERSION RIGHTS PURPORTEDLY RESERVED IN ORDINANCE 26946 (BOOK 414 M PAGE 421) "AN ORDINANCE VACATING THE EAST 160 FEET OF THE PUBLIC ALLEY LYING BETWEEN MASON AND MADISON STREETS EXTENDING FROM THE EAST LINE OF NINTH STREET TO THE WEST LINE OF THE STREET AND RESERVING A CERTAIN EASEMENT UPON THE REAL ESTATE UPON WHICH SAID ALLEY

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s 092-03-22

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

The City passed Ordinance 092-03-22, which supported the donation of property at the site of the 1908 Springfield Race Riots located at 300 N. Ninth Street along the Tenth Street Rail Corridor to the United States government. The rights reserved by Ordinance 26946 (Book 414 M Page 142) pertain to portions of property intended to be donated pursuant to 092-03-22. It is in the best interest of the City to relinquish the reversionary rights purportedly retained by Ordinance 26946 (Book 414 M Page 142) passed November 30, 1936, so clear title can be conveyed to the United States government, or any entity thereof, or to a non-profit organization dedicated to the preservation of historical and cultural sites.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) CEM (Director of OBM)

The information supplied on this form is not confidential information.

2024-265

2024-266

AN ORDINANCE PROVIDING FOR THE DONATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF SPRINGFIELD, ILLINOIS RELATED TO THE 1908 SPRINGFIELD RACE RIOTS FOR PROTECTION OF ITS ARCHAEOLOGICAL RESOURCES

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 passed Ordinance 092-03-22, which supported the donation of property at the site of the 1908 Springfield Race Riots located at 300 N. Ninth Street along the Tenth Street Rail Corridor to the United States government; and

WHEREAS, it is in the best interest of the City to donate the property described herein to commemorate and honor the site of the 1908 Springfield Race Riots.

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

Section 1: It is hereby determined that retention of the title to the parcels of real estate described in Exhibit A, Exhibit B, and Exhibit C to this Ordinance is no longer necessary, appropriate, required for the use of, or in the best interests of the City.

Section 2: That the City is hereby directed to convey the property described in Exhibit A, Exhibit B to the United States or any entity thereof, or a non-profit organization dedicated to the preservation of historical and cultural sites, for public use and enjoyment, specifically for the commemoration and honoring of the site of the 1908 Springfield Race Riots.

Section 3: That the Mayor and City Clerk are hereby authorized to effectuate the donation of the property described herein to the United States of America or any entity thereof, or a non-profit organization dedicated to the preservation of historical and cultural sites, and are further authorized to execute any and all documents to complete the transaction described herein.

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

PASSED: _____, 2024

RECORDED: _____, 2024

SIGNED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

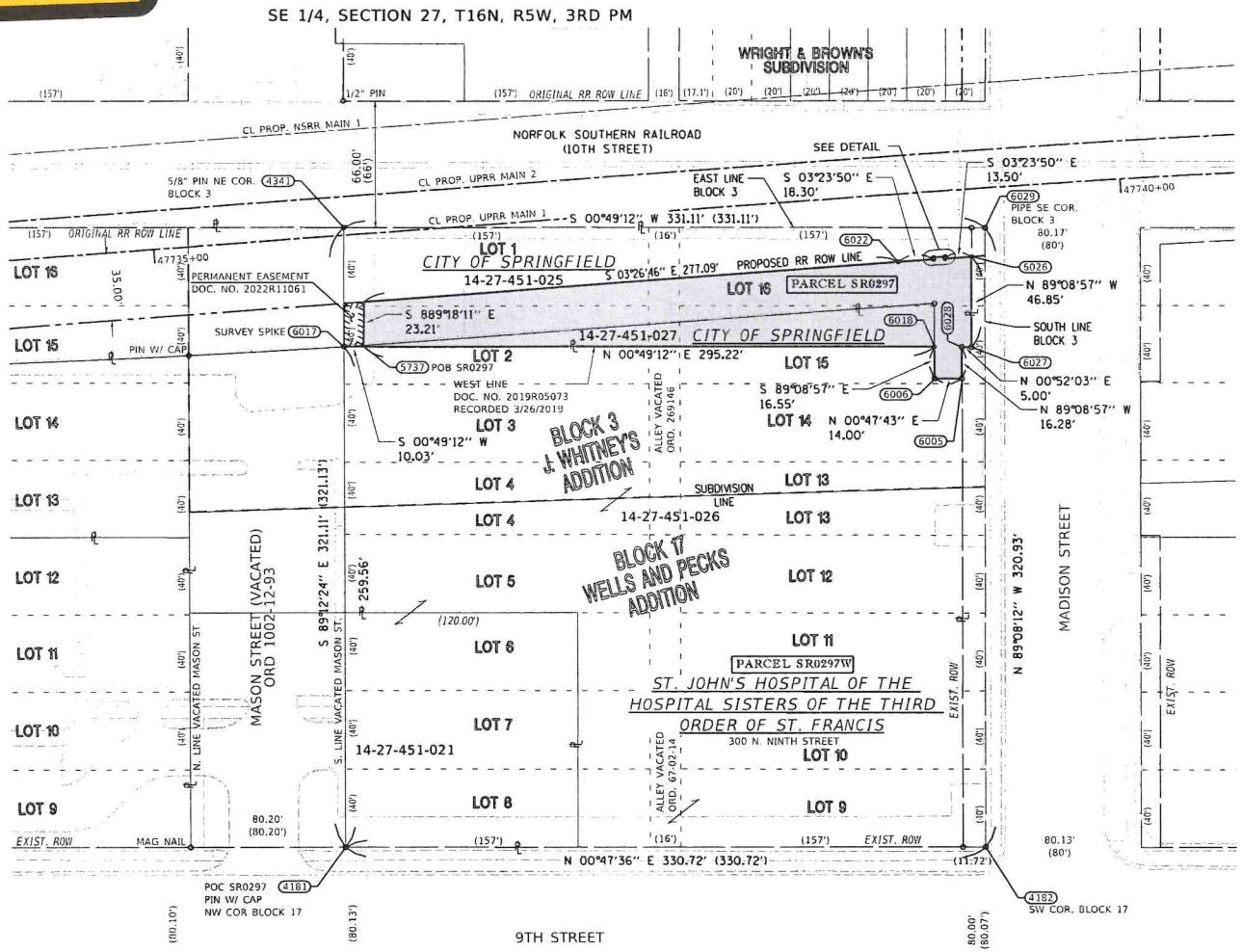
Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 6/28/24
Office of Corporation Counsel /Date

EXHIBIT

A



GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN NOVEMBER 2020.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C0108 DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0XXX ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: JANUARY 24, 2020.
7. FORMER PARCELS REFERRED TO ARE PART OF THE RAILROAD IMPROVEMENT PROJECT, SECTION 19-00488-00-BR IN SPRINGFIELD, ILLINOIS.

COURSE TABLE

P.O.B. AT 5737	PARCEL SR0297
4181 TO 6017	S 89°12'24" E 259.56'
6017 TO 5737	S 00°49'12" W 10.03'
5737 TO 5786	S 88°18'11" E 22.21'
5786 TO 6022	S 03°26'46" E 277.09'
6022 TO 6042	S 03°23'50" E 18.30'
6042 TO 6043	N 86°36'10" E 1.00'
6043 TO 6044	S 03°23'50" E 5.87'
6044 TO 6045	S 86°36'10" W 1.00'
6045 TO 6026	S 03°23'50" E 13.50'
6026 TO 6027	N 89°08'57" W 46.85'
6027 TO 6028	N 00°52'03" E 5.00'
6028 TO 6005	N 89°08'57" W 16.28'
6005 TO 6006	N 00°47'43" E 14.00'
6006 TO 6018	S 89°08'57" E 16.55'
6018 TO 5737	N 00°49'12" E 295.22'

Area 11,200.02 SQ. FT. (0.257 AC.±)

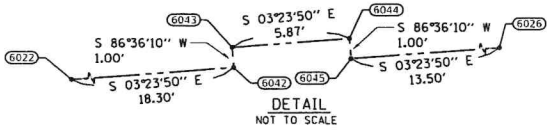
CITY OF SPRINGFIELD TO NATIONAL PARK SERVICE
PART OF TAX ID 14-27-451-025 & 14-27-451-027

COORDINATE TABLE

POINT	NORTH	EAST
6017	1,143,220.218	2,443,863.516
5737	1,143,210.186	2,443,863.372
5786	1,143,209.498	2,443,886.568
6022	1,142,932.907	2,443,903.224
6042	1,142,914.639	2,443,904.308
6043	1,142,914.698	2,443,905.307
6044	1,142,908.840	2,443,905.654
6045	1,142,908.781	2,443,904.656
6026	1,142,895.305	2,443,905.456
6027	1,142,896.000	2,443,858.607
6028	1,142,901.000	2,443,858.682
6005	1,142,901.242	2,443,842.402
6006	1,142,915.240	2,443,842.597
6018	1,142,914.995	2,443,859.147
4181	1,143,223.812	2,443,603.983
4341	1,143,219.366	2,443,925.038
6029	1,142,888.288	2,443,920.299
4182	1,142,893.124	2,443,599.405

LEGEND

80.20' (80.20')	MEASURED (RECORDED)
●	SET MONUMENT
○	FOUND MONUMENT
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	PROPOSED RIGHT OF WAY
	FENCE LINE
	EDGE OF BUILDING
	EXISTING RAILROAD TRACKS



DETAIL
NOT TO SCALE

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, RONALD L. TRADER JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE _____

PROFESSIONAL LAND SURVEYOR NO. 035-003305
LICENSE EXPIRES NOVEMBER 30, 2024
COMPANY LICENSE NO. 184-001084

PROFESSIONAL LAND SURVEYOR RONALD L. TRADER JR. 035-003305 SPRINGFIELD ILLINOIS STATE OF ILLINOIS

PRELIMINARY

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

PARCEL SR0297
NATIONAL PARK SERVICE

Version No. 09.01.98
Filename D6091798-1-SHT-PARCEL-297
Scale 1"=30'
Date 5/9/2024

DESIGNED	RLT	12/15/23
DRAWN	RLT	12/20/23
REVIEWED	GCR	01/11/24

HANSON
Professional Services Inc.
Hanson Professional Services Inc.
Springfield, Illinois 62703-2686
Offices Nationwide

PLAT OF RIGHT OF WAY
PARCEL SR0297

NATIONAL PARKS SERVICE
SPRINGFIELD RACE RIOT MEMORIAL
SPRINGFIELD, ILLINOIS

1 of 1 sheets

2024-226

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Q:\prof\ls_prj\Vols_nd_data\vol033\930\D6091798-sht-parcel-297.dgn
5/9/2024
rtrader

National Parks Service
Springfield Race Riot Memorial
Springfield Illinois
Parcel SR0297
City of Springfield

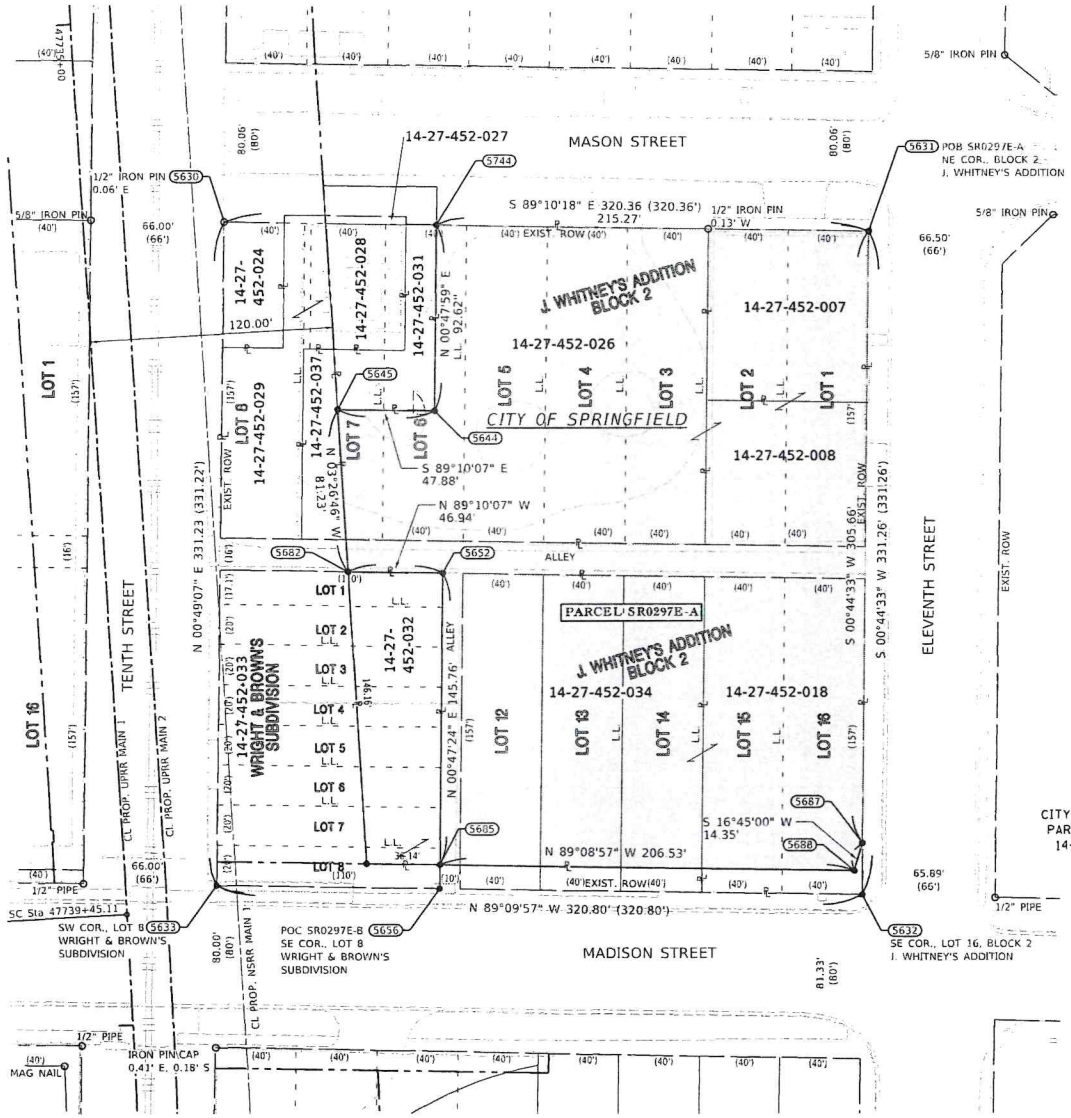
That part of Lots 1, 2, 15, and 16 of Block 3 of J. Whitney's Addition to the City of Springfield, including portion of an alley vacated by Ordinance 269146, all in Section 27, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the Northwest Corner of Lot 8 of Block 17 of Wells and Pecks Addition to the City of Springfield, thence South 89 degrees 12 minutes 24 seconds East along the north line of said Block 17 and the north line of Block 3 of J. Whitney's Addition to the City of Springfield, 259.56 feet to the intersection of the north line of said Block 3 and the west line of a parcel of land described in Document Number 2019R05073 recorded March 26, 2019 in the Sangamon County Recorder's Office; thence South 00 degrees 49 minutes 12 seconds West along the west line of a parcel of land described in Document Number 2019R05073, a distance of 10.03 feet to the Point of Beginning; thence South 88 degrees 18 minutes 11 seconds East, 23.21 feet to the proposed westerly right of way of the Springfield Rail Corridor: thence South 03 degrees 26 minutes 46 seconds East, 277.09 feet along said proposed westerly right-of-way line; thence South 03 degrees 23 minutes 50 seconds East, 18.30 feet continuing along said proposed westerly right-of-way line; thence North 86 degrees 36 minutes 10 seconds East, 1.00 feet continuing along said proposed westerly right-of-way line; thence South 03 degrees 23 minutes 50 seconds East, 5.87 feet continuing along said proposed westerly right-of-way line; thence South 86 degrees 36 minutes 10 seconds West, 1.00 feet continuing along said proposed westerly right-of-way line; thence South 03 degrees 23 minutes 50 seconds East, 13.50 feet continuing along said proposed westerly right-of-way line to a point on the northerly right-of-way line of Madison Street; thence North 89 degrees 08 minutes 57 seconds West, 46.85 feet along said northerly right-of-way line; thence North 00 degrees 52 minutes 03 seconds East, 5.00 feet continuing along said northerly right-of-way line; thence North 89 degrees 08 minutes 57 seconds West, 16.28 feet continuing along said northerly right-of-way line; thence North 00 degrees 47 minutes 43 seconds East, 14.00 feet; thence South 89 degrees 08 minutes 57 seconds East, 16.55 feet; thence North 00 degrees 49 minutes 12 seconds East, 295.22 feet to the Point of Beginning, containing 11,200.02 square feet or 0.257 acres, more or less.

EXHIBIT B

tabbies

SE 1/4, SEC. 27, T.16N., R.5W., 3RD PM



LEGEND

80.20' (80.20')	MEASURED (RECORDED)
●	SET MONUMENT
○	FOUND MONUMENT
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	PROPOSED RIGHT OF WAY
	FENCE LINE
	EDGE OF BUILDING
	EXISTING RAILROAD TRACKS

-N-

30 0 30 60

1"=30'

OWNERS LIST

CITY OF SPRINGFIELD

14-27-452-007 14-27-452-032
14-27-452-008 14-27-452-033
14-27-452-018 14-27-452-034
14-27-452-024 14-27-452-035
14-27-452-026 14-27-452-037
14-27-452-029

ST. JOHN'S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS

14-27-452-027 14-27-452-028
14-27-452-031

COURSE TABLE

P.O.B. AT 5631 PARCEL SR0297E-A

5631 TO 5687	S 00°44'33" W 305.66'
5687 TO 5688	N 16°45'00" W 14.35'
5688 TO 5685	N 89°08'57" W 206.53'
5685 TO 5652	N 00°47'24" E 145.76'
5652 TO 5682	N 89°10'07" W 46.94'
5682 TO 5645	N 03°26'46" W 81.23'
5645 TO 5644	S 89°10'07" E 47.88'
5644 TO 5744	N 00°47'59" E 92.62'
5744 TO 5631	S 89°10'18" E 215.27'

Area = 71,678.79 SQ.FT (1.646 AC.±)

CITY OF SPRINGFIELD TO NATIONAL PARK SERVICE PART OF TAX ID 14-27-452-007, 14-27-452-008, 14-27-452-018, 14+27-452-026, 14-27-452-034 & ALLEYS

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN NOVEMBER 2020.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C0NDOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0XXX ISSUED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 24, 2020.
7. FORMER PARCELS REFERRED TO ARE PART OF THE RAILROAD IMPROVEMENT PROJECT, SECTION 19-00488-00-BR IN SPRINGFIELD, ILLINOIS.

COORDINATE TABLE

POINT	NORTH	EAST
5631	1,143,213.778	2,444,311.349
5687	1,142,908.140	2,444,307.388
5632	1,142,882.545	2,444,307.056
5685	1,142,897.465	2,444,096.742
5652	1,143,043.214	2,444,098.752
5682	1,143,043.695	2,444,051.821
5645	1,143,124.975	2,444,046.938
5644	1,143,124.280	2,444,094.809
5744	1,143,216.890	2,444,096.102
5633	1,142,887.216	2,443,986.290
5630	1,143,218.409	2,443,991.023
5656	1,142,885.610	2,444,096.579

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, RONALD L. TRADER JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE _____

PROFESSIONAL LAND SURVEYOR NO. 035-003305
LICENSE EXPIRES NOVEMBER 30, 2024
COMPANY LICENSE NO. 184-001084

RONALD L. TRADER JR. 035-003305 SPRINGFIELD ILLINOIS — PROFESSIONAL LAND SURVEYOR — STATE OF ILLINOIS

PRELIMINARY

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

PARCEL SR0297E-A

NATIONAL PARK SERVICES

Version No. 09.01.01.1581
Filename D:\09\1795-SHT-PARCEL-E29.dgn
Scale 1"=30'
Date 5/9/2024

DESIGNED	RLT	12/15/23
DRAWN	RLT	12/20/23
REVIEWED	GCR	01/11/24

HANSON

Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703-2606
(217)788-2450
Offices Nationwide

PLAT OF RIGHT OF WAY
PARCEL SR0297E-A

NATIONAL PARKS SERVICE
SPRINGFIELD RACE RIOT MEMORIAL
SPRINGFIELD ILLINOIS

1 of 1 sheets

2024-266

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D:\gis_projects\ds_def\ds\nd\33\95\0\00\01\795-sht-parcel-E29.dgn
Thursday, January 11, 2024 1:57:46 PM
Trent00844

National Parks Service
Springfield Race Riot Memorial
Springfield Illinois
Parcel SR0297E-B
City of Springfield

Part of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Wright and Brown's Subdivision in Section 27, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the Southeast Corner of Lot 8 of Wright and Brown's Subdivision; thence North 00 degrees 47 minutes 24 seconds East along the east line of Lot 8, a distance of 11.86 feet to the Point of Beginning; thence North 89 degrees 08 minutes 57 seconds West, 36.14 feet; thence North 03 degrees 26 minutes 46 seconds West, 146.16 feet to the north line of Lot 1 of Wright and Brown's Subdivision; thence South 89 degrees 10 minutes 07 seconds East along the north line of Lot 1, a distance of 46.94 feet to the Northeast Corner of Lot 1 of Wright and Brown's Subdivision; thence South 00 degrees 47 minutes 24 seconds West along the east line of Lots 1 thru 8 of Wright and Brown's Subdivision,, 145.76 feet to the Point of Beginning containing 6,054.40 square feet or 0.139 acres, more or less.

2024-266

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/2/24

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Mayor's Office

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE PROVIDING FOR THE DONATION OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF SPRINGFIELD, ILLINOIS RELATED TO THE 1908 SPRINGFIELD RACE RIOTS FOR PROTECTION OF ITS ARCHAEOLOGICAL RESOURCES

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

The City passed Ordinance 092-03-22, which supported the donation of property at the site of the 1908 Springfield Race Riots located at 300 N. Ninth Street along the Tenth Street Rail Corridor to the United States government. It is in the best interest of the City to donate the property described herein to commemorate and honor the site of the 1908 Springfield Race Riots.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2024-266

2024-267

AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY IN THE AMOUNT OF $75,000.00 FROM THE MUNICIPAL BAND EXPENSE BUDGET LINE 1411 INTO THE MUNICIPAL BAND EXPENSE BUDGET LINE 1218 TO ACCOMMODATE THE FY2025 CONTRACTUAL PAYMENTS FOR THE MUNICPAL BAND, FOR THE OFFICE OF THE MAYOR

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 Mayor's Office is requesting a transfer of appropriation authority in the amount of $75,000.00 from the Municipal Band expense budget line 1411 into the Municipal Band expense budget line 1218 to accommodate FY2025 contractual payments for the Municipal Band.

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 Municipal Band expense budget line 1411 into the Municipal Band expense budget line 1218 to accommodate FY2025 contractual payments for the Municipal Band.

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

FROM ACCOUNT	**AMOUNT**
001-101-BBAN-BBAN-1411	$75,000.00

TO ACCOUNT:	**AMOUNT**
001-101-BBAN-BBAN-1218	$75,000.00

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

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ / 6/25/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Mike Disco

OFFICE REQUESTING: Mayor's Office

PHONE NUMBER: (217) 789-2200

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

FISCAL IMPACT: None

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY FROM MUNICIPAL BAND EXPENSE BUDGET LINE 1411 TO EXPENSE LINE 1218 IN THE AMOUNT OF $75,600 FOR THE OFFICE OF THE MAYOR.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Transfer Ord
☐ 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)

Transfer From - Expense Line

	Fund	Agency	Org	Activity	Object	Amount
1	001	101	BBAN	BBAN	1411	$75,600.00
2						
3						
4						

Transfer To - Expense Line

	Fund	Agency	Org	Activity	Object	Amount
1	001	101	BBAN	BBAN	1218	$75,600.00
2						
3						
4						

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

STAFF ANALYSIS

This ordinance will authorize a transfer of appropriation authority of $75,600 from expense line 1411 to 1218 for the Office of the Mayor to accommodate FY 2025 contractual payments for the Municipal Band.

FUNDS CHECK BY: Courtney Heinzel **Date:** 06.18.2024

DIRECTOR / SUPERVISOR: Mike Disco **Date:** 6/18/2024

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ 6/18/24

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2024-267

ORDINANCE NUMBER _____

AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024 OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, IN AN AMOUNT NOT TO EXCEED $28,000,000.00 FOR THE PURPOSE OF FINANCING COSTS OF CERTAIN CAPITAL IMPROVEMENTS WITHIN THE CITY, EQUIPMENT PURCHASES AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that "any municipality which has a population of more than 25,000 (is) a home rule unit" and the City of Springfield, Sangamon County, Illinois (the "City") has a population of more than 25,000 and is therefore a home rule unit and may, under the power granted by said Section 6(a) of Article VII of said Constitution of 1970 exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, Section 6(d) of Article VII of the 1970 Constitution of Illinois grants authority for the City to incur debt payable from ad valorem property tax receipts maturing within 40 years from the time it is incurred; and

WHEREAS, Section 6 of Article VII of the 1970 Constitution of Illinois grants constitutional authority for the City to incur debt payable from ad valorem tax receipts without prior referendum approval and without imposing any limitations upon the rate or amount of taxes to be levied for the payment of the indebtedness so incurred; and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have determined it is advisable, necessary and in the best interests of the public health, safety and welfare to (i) acquire, construct and equip three new fire stations and other capital improvements of the City and (ii) to purchase and acquire other equipment, including all necessary connections, appurtenances, material, labor and equipment incident thereto, all in order to meet the present and projected needs of the City, to pay bond discount, bond interest, legal, financing, and administrative expenses (all of which acquisition, construction, equipment purchases, and incidental expenses may be referred to as the "Project"); and

WHEREAS, the City has previously issued its General Obligation Bonds, Series 2014 (the "Prior Bonds") pursuant to Ordinance No. 13-1-14 adopted by the Corporate Authorities on January 7, 2014 (the "Prior Bond Ordinance"); and

WHEREAS, $13,080,000 principal amount of the Prior Bonds remain outstanding and the Corporate Authorities have determined it is advisable, necessary and in the best

interests of the public health, safety and welfare to current refund all or a portion of the Prior Bonds (the "Refunding"); and

WHEREAS, the City has insufficient funds on hand and lawfully available to pay costs of the Project and Refunding; and

WHEREAS, it is hereby deemed to be for a public purpose, necessary, essential and in the public interests of the City and for the welfare of the inhabitants of the City that the City issue the bonds herein authorized for the purpose of paying a portion of the costs of the Project and Refunding; and

WHEREAS, in order to provide the sum necessary to pay the remaining costs of the Project and Refunding, the Corporate Authorities determine that an amount not exceeding the aggregate sum of $28,000,000 be borrowed at this time and in evidence of such borrowing, General Obligation Refunding and Improvement Bonds, Series 2024 of the City in an aggregate principal amount not to exceed $28,000,000 be issued (the "Bonds"); and

WHEREAS, in order to provide for the issuance of the Bonds it is necessary for the City to authorize the execution of certain documents in substantially the forms before this meeting and on file with the office of the City Clerk; and

WHEREAS, the following Table of Contents is provided for the convenience of reference only:

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NOW, THEREFORE, BE It Ordained by the City Council of the City of Springfield, Sangamon County, Illinois, as follows:

Section 1. Definitions.

The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended:

(a) "Applicable Acts" means collectively, the Illinois Municipal Code as supplemented and amended, 65 ILCS 5/1-1-1 *et seq.*, the Local Government Debt Reform Act, as supplemented and amended, 30 ILCS 350/1 *et seq.*, the Omnibus Bond Acts, 5 ILCS 70/8, together with and supplemented by and, in all cases of conflict, expressly superseded by, the powers of the City as a home rule unit under Section 6 of Article VII of the Constitution of 1970 of the State of Illinois.

(b) "Bond and Interest Account" means the Bond and Interest Account established in Section 13 of this Ordinance.

(c) "Bond Insurer" means, with respect to the Bonds, an insurance company that has insured the payment of the principal of and interest on the Bonds pursuant to a Municipal Bond Insurance Policy as set forth in the Bond Order.

(d) "Bond Order" means one or more Bond Orders executed by the Mayor selecting the Bond Insurer, if any, and specifying the details of the Bonds as provided in Section 4 of this Ordinance.

(e) "Bond Purchase Agreement" means the contract for the purchase of the Bonds between the City and the Purchaser.

(f) "Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

(g) "Bond Registrar" means Zions Bancorporation, National Association, Chicago, Illinois or a successor thereto or a successor designated as Bond Registrar hereunder.

(h) "Bond" or "Bonds" means one or more, as applicable, of the General Obligation Refunding and Improvement Bonds, Series 2024, authorized to be issued by this Ordinance.

(i) "Budget Director" means the Director of the Office of Budget and Management of the City.

(j) "City" means the City of Springfield, Sangamon County, Illinois.

(k) "City Council" means the City Council of the City.

(l) "Code" means the Internal Revenue Code of 1986, as amended.

(m) "DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, as depository of the Bonds, and any successor depository of the Bonds.

(n) "Escrow Agent" means the bank, trust company or national banking association designated by the Mayor in the Bond Order to act as Escrow Agent pursuant to the Escrow Agreement or a successor designated as Escrow Agent.

(o) "Escrow Agreement" means the Escrow Agreement between the City and the Escrow Agent for refunding the Prior Bonds.

(p) "Municipal Bond Insurance Policy" means a municipal bond insurance policy issued by a Bond Insurer guaranteeing to the registered owners of Bonds the payment of the principal of and interest on the Bonds.

(q) "Officer" means the Mayor, City Clerk, or City Treasurer of the City.

(r) "Official Statement" means the Official Statement used in connection with the sale of the Bonds.

(s) "Ordinance" means this Ordinance passed by the City Council.

(t) "Paying Agent" means Zions Bancorporation, National Association, Chicago, Illinois or a successor thereto or a successor designated as Paying Agent hereunder.

(u) "Permitted Investments" means investments authorized for the investment of public funds under the Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.* and Sections 37.40 through 37.49.04 of the City of Springfield, Illinois Code of Ordinances, 1988.

(v) "Purchaser" means collectively Robert W. Baird & Co. Incorporated, Naperville, Illinois as Senior Manager and The Baker Group, LP, Oklahoma City, Oklahoma as Co-Manager, the underwriters with respect to the Bonds.

Section 2. Incorporation of Preambles.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds.

It is necessary and in the best interests of the City and for the public health, welfare, safety, and convenience, to provide for the payment of a portion of the costs of the Project and Refunding and the costs of expenses incidental thereto and the issuance of the Bonds. The Bonds shall be issued pursuant to the Applicable Acts and in compliance with this Ordinance.

Section 4. Bond Details.

For the purpose of providing for the payment of costs of the Project and Refunding, and for the payment of the costs of all expenses incidental thereto, as aforesaid, the Bonds shall be issued in one or more series in such principal amounts not in excess of $28,000,000 as the Mayor shall certify in one or more Bond Orders. The Bonds may mature or have sinking fund installments in the years 2025 through 2035, as determined by the Mayor, provided that the tax levies to pay such debt service on the Bonds in each annual period shall not exceed the annual amount of taxes levied pursuant to Section 11 of this Ordinance. The determination of such principal maturities and sinking fund installments as certified by the Mayor are hereby specifically authorized and approved without any further action or approval by the City Council other than as set forth in this Ordinance.

Subject to the limitations contained in this Ordinance, authority is delegated to the Mayor until December 1, 2024, (i) to sell the Bonds to the Purchaser, in one or more series upon the terms as prescribed in this Ordinance, provided that (a) the aggregate purchase price of the Bonds shall be not less than 98.00% of the par amount of the Bonds; and (b) the true interest cost of the Bonds shall not exceed 6.00% per annum; and (ii) to determine the principal amount of the Bonds to be issued and all of the terms and details of the Bonds not specified or determined in this Ordinance. The Mayor is authorized to determine whether to sell the Bonds with a Municipal Bond Insurance Policy and to select a Bond Insurer, to determine the principal amount of Bonds to be issued and the amount of the individual interest rates, maturities and sinking fund installments thereof, to determine redemption prices and provisions of the Bonds, if any, to determine the Prior Bonds that shall be refunded, to designate the Escrow Agent, and to determine all other details of the Bonds not specified or determined in this Ordinance. The sale of the Bonds and the determination of the details of the Bonds and other matters by the Mayor shall be evidenced by a bond order for the Bonds (the "Bond Order"), which shall be executed by the Mayor and the City Clerk and filed with the City Clerk and the Sangamon County Clerk prior to the issuance of the Bonds. The execution and filing of the Bond Order shall constitute conclusive evidence that the sale of the Bonds and the determination of the details of the Bonds and other matters by the Mayor have been approved and determined in accordance with this Section.

The Bonds shall each be designated "General Obligation Refunding and Improvement Bonds, Series 2024", shall be dated as of their delivery date; and shall bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of $5,000 or integral multiples thereof, shall be numbered 1 and upward, and shall become due and payable on December 1 in any one or more of the years 2025 to 2035 inclusive bearing interest at the coupon rates per annum not exceeding 6.00% per annum as set forth in the Bond Order.

The principal, premium, if any, and maturity amount of the Bonds shall be payable in lawful money of the United States of America at the office of the Paying Agent for the Bonds. The Bonds may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of Bonds.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the June 1 or December 1 set forth and determined in the Bond Order.

Interest on each Bond shall be paid by check or draft mailed to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date at their addresses appearing on the registration books.

Section 5. Execution; Authentication.

The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any Officer whose signature shall appear on any Bond shall cease to be such Officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners.

Zions Bancorporation, National Association, Chicago, Illinois is appointed as Bond Registrar and Paying Agent for the Bonds. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of multiple bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of

transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denomination(s) for a like aggregate principal amount.

Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denomination(s). The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which has been paid.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding mailing of a notice of redemption of any Bond or to transfer or exchange any Bond all or a portion of which has been selected for redemption.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 7. Book-Entry Only System.

It is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond for each of the maturities. Upon initial issuance, the ownership of such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The City, the Bond Registrar and the Paying Agent are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System (the "Representation Letter"). In the event of any conflict between the terms of the Representation Letter and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City, Bond Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other

financial institution being referred to herein as a "DTC Participant"). Without limiting the immediately preceding sentence, the City, Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to any Bonds or (iv) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued as provided herein, the City, Bond Registrar and Paying Agent may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance, the name "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Bond Registrar may request in each notice sent to Cede & Co. pursuant to the terms of this Ordinance that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, but neither the Bond Registrar nor the City shall be liable if the Bond Registrar fails to make such request or if Cede & Co. fails to honor such request.

Section 8. General Obligations.

The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and

general obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property in the City for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

Section 9. Redemption Prior to Maturity.

All or part of the Bonds may be subject to optional redemption prior to maturity as provided in the Bond Order at redemption prices not exceeding 103% of the principal amount to be redeemed. The Bonds may also be issued as term bonds subject to mandatory redemption prior to maturity by application of sinking fund installments at a redemption price equal to the principal amount thereof to be redeemed as provided in the Bond Order (the "Term Bonds").

The City may purchase Bonds, either in the open market or pursuant to a tender offer, for settlement on or before the date of such mandatory redemption. To the extent that the City shall have purchased any Term Bonds, the City may reduce the principal amount of the Term Bond to be redeemed at subsequent redemption dates by a like principal amount.

Whenever Term Bonds are redeemed or purchased at the option of the City, the principal amount thereof so redeemed or purchased shall be credited against the unsatisfied balance of further sinking fund installments or final maturity amount established with respect to such Term Bonds, in such amounts and against such installments or final maturity amount as shall be determined by the City in the proceedings authorizing such optional redemption or purchase, or in the absence of such determination, shall be credited against the unsatisfied balance of the applicable sinking fund installments next ensuing and with respect to which notice of redemption has not yet been given.

Notice of Redemption. Notice of redemption will be given to the registered owners of Bonds to be redeemed by first class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption at their addresses as shown on the registration books of the Bond Registrar. Failure to mail to any registered owner a notice of redemption, or any defect in a notice of redemption given to a registered owner, will not affect the sufficiency of that notice with respect to other registered owners of the Bonds. When Bonds have been called for redemption and funds for the payment of the redemption price have been deposited with the Paying Agent, interest on the Bonds so called for redemption will cease to accrue from and after the redemption date. So long as a global book-entry registration system is used, the City will send notices of redemption to DTC. Any failure of DTC to mail a notice of redemption to a DTC participant or of a DTC participant to mail a notice of redemption to a beneficial owner of the Bonds will not affect the sufficiency of that notice with respect to other DTC participants or other beneficial owners of the Bonds.

Partial Redemption. During such time as a global book-entry system is used, if less than all of the Bonds are to be redeemed, DTC will randomly allocate among DTC participants the beneficial ownership interests in the Bonds to be redeemed. Each DTC participant will be responsible for determining the beneficial owners whose interest in the Bonds will be subject to redemption. During such time as a global book-entry system is

not in use, the Bond Registrar will select the particular Bonds or portions thereof to be redeemed pursuant to a partial redemption by such method of lottery as the Bond Registrar deems fair and appropriate; *provided, however,* that the method of lottery must ensure that each Bond of a $5,000 denomination or each $5,000 portion of a Bond will be as likely to be called for redemption as any other Bond of a $5,000 denomination or $5,000 portion of a Bond.

Section 10. Form of Bond.
The Bonds shall be in substantially the form hereinafter set forth.

(Form of Bond)

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF SANGAMON
CITY OF SPRINGFIELD, ILLINOIS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND
SERIES 2024

Interest Rate:	Maturity Date:	Dated Date:	CUSIP
___%	December 1, ____	_____	_____

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Springfield, Sangamon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above, such interest to be payable in lawful money of the United States of America on June 1 and December 1 of each year, commencing _____, until the Maturity Date, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto. Payment of interest shall be made by check or draft mailed to the registered owner of record hereof as of the 15th day of the month next preceding such interest payment date, at the address of such owner appearing on the registration books maintained for such purpose by Zions Bancorporation, National

Association, Chicago, Illinois, as Bond Registrar and Paying Agent or its successor (the "Bond Registrar"). This Bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the office of the Bond Registrar. This Bond is payable from ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount and the full faith and credit of the City are irrevocably pledged for the punctual payment of the principal of, and interest on this Bond according to its terms.

[2] This Bond is one of a series of bonds (the "Bonds") in the aggregate principal amount of $_____ issued by the City for the purpose of paying costs of certain equipment and capital projects and refunding certain existing bonds of the City, and of paying the costs of all expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "Ordinance"). The Bonds are issued pursuant to and in all respects in compliance with the Illinois Municipal Code as supplemented and amended, 65 ILCS 5/1-1-1 *et seq.*, the Local Government Debt Reform Act, as supplemented and amended, 30 ILCS 350/1 *et seq.*, the Omnibus Bond Acts, 5 ILCS 70/8, together with and supplemented by and, in all cases of conflict, expressly superseded by, the powers of the City as a home rule unit under Section 6 of Article VII of the Constitution of 1970 of the State of Illinois, and in compliance with the Ordinance duly passed by the City Council of the City and approved by the Mayor thereof, in all respects as by law required.

[3] *(The optional redemption provisions of the Bonds, if any, shall be set forth here.)*

[4] *(Term Bond provisions to be used only if Term Bonds are issued)* The Bonds maturing on December 1, 2___, are subject to mandatory redemption prior to maturity, by lot, on December 1, 2___ and on each December 1 thereafter, at a redemption price equal to the principal amount thereof to be redeemed, and in an amount required to satisfy the following mandatory redemption requirements (the "Term Bonds"):

Year	Amount of Redemption Requirement
2___	
2___	
2___	
2___	

The City may purchase Term Bonds, either in the open market or pursuant to a tender offer, for settlement on or before the date of such mandatory redemption at a price not greater than the principal amount of the bonds so purchased. To the extent that the City shall have purchased any Term Bonds, the City may reduce the principal amount of the Term Bonds to be redeemed at subsequent redemption dates by a like principal amount.

[5] Notice of redemption will be given to the registered owners of Bonds to be redeemed by first class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption at their addresses as shown on the registration books of the Bond Registrar. Failure to mail to any registered owner a notice of redemption, or

any defect in a notice of redemption given to a registered owner, will not affect the sufficiency of that notice with respect to other registered owners of the Bonds. When Bonds have been called for redemption and funds for the payment of the redemption price have been deposited with the Paying Agent, interest on the Bonds so called for redemption will cease to accrue from and after the redemption date. So long as a global book-entry registration system is used, the City will send notices of redemption to DTC. Any failure of DTC to mail a notice of redemption to a DTC participant or of a DTC participant to mail a notice of redemption to a beneficial owner of the Bonds will not affect the sufficiency of that notice with respect to other DTC participants or other beneficial owners of the Bonds.

[6] During such time as a global book-entry system is used, if less than all of the Bonds are to be redeemed, DTC will randomly allocate among DTC participants the beneficial ownership interests in the Bonds to be redeemed. Each DTC participant will be responsible for determining the beneficial owners whose interest in the Bonds will be subject to redemption. During such time as a global book-entry system is not in use, the Bond Registrar will select the particular Bonds or portions thereof to be redeemed pursuant to a partial redemption by such method of lottery as the Bond Registrar deems fair and appropriate; *provided, however,* that the method of lottery must ensure that each Bond of a $5,000 denomination or each $5,000 portion of a Bond will be as likely to be called for redemption as any other Bond of a $5,000 denomination or $5,000 portion of a Bond.

[7] The Bonds are issued in fully registered form in the denominations of $5,000 and authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar in the City of Springfield, Illinois, for a like aggregate principal amount of Bonds of the same interest rate of other authorized denominations upon the terms set forth in the Ordinance.

[8] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in the City of Springfield, Illinois, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination(s) of the same interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding mailing of a notice of redemption of any Bond or to transfer or exchange any Bond all or a portion of which has been selected for redemption.

[10] No recourse shall be had for the payment of any Bond against the Mayor, the Clerk, any member of the City Council or any other officer or employee of the City (past, present or future) who executes any Bond, or on any other basis. The City may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

[11] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes; and the City and the Bond Registrar shall not be affected by any notice to the contrary.

[12] It is hereby certified and recited that all conditions, acts, and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient, with other funds set aside by the City, to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[13] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Springfield, Sangamon County, Illinois, by its City Council, has caused this Bond to be executed by the duly authorized manual or facsimile signature of its Mayor and attested by the duly authorized manual or facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

_____
Mayor, City of Springfield
Sangamon County, Illinois

_____
City Clerk, City of Springfield
Sangamon County, Illinois

(SEAL)

CERTIFICATE OF AUTHENTICATION	Bond Registrar and Paying Agent	Zions Bancorporation, National Association, Chicago, Illinois as Bond Registrar

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the General Obligation Refunding and Improvement Bonds, Series 2024 of the City of Springfield, Sangamon County, Illinois.

Zions Bancorporation, National Association,
Chicago, Illinois
as Bond Registrar

By: _____
Authorized Officer

Date of Authentication: _____, _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____
_____
(Name and Address of Assignee)
the within Bond and does hereby irrevocably constitute and appoint _____
_____
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[Statement of bond insurance, if any, shall be inserted here]

Section 11. Tax Levy.

For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose in an amount not to exceed the sums set forth in the following table; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual taxes, to-wit:

For the Tax Levy Year	A Tax Sufficient to Produce the Sum of:
2024	$6,000,000.00
2025	$6,000,000.00
2026	$6,000,000.00
2027	$6,000,000.00
2028	$6,000,000.00
2029	$6,000,000.00
2030	$6,000,000.00
2031	$6,000,000.00
2032	$6,000,000.00
2033	$6,000,000.00
2034	$6,000,000.00

Interest or principal coming due at any time when there are insufficient funds on hand from the foregoing tax levy to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of said taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to abatement as provided in the following Section 12, the City covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax and will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended, and collected as provided herein and deposited into the Bond and Interest Account.

Section 12. Filing with County Clerk.

Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk of the City, shall be filed with the County Clerk of The County of Sangamon, Illinois; and said County Clerk shall in and for each of the years 2024 to 2034, inclusive, ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general

corporate purposes for said years are levied and collected and in addition to and in excess of all other taxes.

In the event the Bonds are issued in such amount or at such rates that result in annual tax levies less than as set forth in Section 11 above, the reduced tax levies shall be contained in the Bond Order which shall be filed with the County Clerk of the County of Sangamon, Illinois together with a certificate abating the tax levies set forth above.

The taxes levied pursuant to this Section as adjusted by the Bond Order may be abated annually by the filing with the County Clerk of Sangamon County, Illinois of either a certified copy of a resolution of the City or a certificate of the City stating (i) the amount of taxes next to be extended that are to be abated and (ii) either, (a) that an amount at least equal to the amount proposed to be abated is on deposit in the Bond and Interest Account or will be on deposit in accordance with the City's budget ordinance, which budget ordinance has been approved by the Corporate Authorities at the time of such certification, and will be available and applied to pay principal of or interest on the Bonds that would otherwise be paid by the taxes proposed to be abated; or (b) the City has made provision for the payment of such principal and interest by the irrevocable deposit of funds sufficient for that purpose with a bank or trust company in trust for the sole benefit of the owners of the Bonds.

Section 13. Bond and Interest Account.

(a) There shall be created the "2024 General Obligation Refunding and Improvement Bond and Interest Account" (the "Bond and Interest Account"), which shall be the account for the payment of principal and interest on the Bonds and shall be administered as a bona fide debt service fund under the Code. Taxes received for the payment of the Bonds are hereby appropriated and shall be deposited into the Bond and Interest Account and used solely and only for the purpose of paying the Bonds when and as the same come due. All of such moneys and all other moneys to be used for the payment of the principal of and interest on the Bonds shall be deposited in the Bond and Interest Account.

(b) The Office of Budget and Management and the City Treasurer are authorized to establish any funds, accounts and accounting codes as needed to account for proper payment of expenses and receipt of taxes or monies related to the Bond and Interest Account.

(c) The tax receipts derived from the taxes levied pursuant to this Ordinance and the moneys deposited or to be deposited into the Bond and Interest Account are pledged as security for the payment of the principal of and interest on the Bonds. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such tax receipts and the moneys held in the Bond and Interest Account shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 14. Sale of Bonds; Official Statement.

The Bonds shall be sold to the Purchaser subject to the parameters established in Section 4 of this Ordinance. The form of the Preliminary Official Statement prepared with respect to the Bonds in substantially the form on file in the office of the City Clerk with such changes, omissions, insertions and revisions as the Mayor shall deem advisable is hereby approved and the distribution thereof to prospective purchasers and the use thereof by the Purchaser in connection with the offering of the Bonds is authorized and approved. The Mayor is hereby delegated the power to have the Preliminary Official Statement "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The Officers and other officials of the City are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and everything necessary for the issuance of the Bonds, including the proper execution and delivery of the Bonds, the Bond Order, the Bond Purchase Agreement and the Official Statement which are hereby approved in substantially the form on file in the office of the City Clerk. The Mayor is authorized to execute and deliver a Bond Purchase Agreement and an Official Statement as shall be necessary and proper in connection with the sale and public offering of the Bonds, with such changes and completions as the Mayor may approve within the parameters established in this Ordinance. The execution and delivery of the Bonds, the Bond Order, the Bond Purchase Agreement, and the Official Statement shall constitute conclusive evidence that such documents, in final form, have been approved in accordance with this Section.

Section 15. Use of Bond Proceeds and Appropriations.

The proceeds derived from the sale of the Bonds are hereby appropriated and shall be used as follows:

(a) Accrued interest received by the City upon the sale of the Bonds shall be remitted by the Treasurer for deposit into the Bond and Interest Account and be used to pay first interest coming due on the Bonds.

(b) The amount necessary to pay costs of issuing the Bonds may be disbursed by the Purchaser at closing to pay such costs upon approval of the City or may be deposited by the Treasurer into a separate account created and designated the "Expense Account" to be used to pay expenses of issuance of the Bonds. Disbursements from such Account shall be made from time to time upon the direction of the Budget Director.

(c) There shall be deposited with the Escrow Agent that amount together with such amounts as the City may transfer from the 2014 General Obligation Bond Account established for the Prior Bonds, which together with investment earnings thereon, if any, is sufficient to provide for the refunding of the Prior Bonds.

(d) The balance of the proceeds derived from the sale of the Bonds, shall be deposited by the Treasurer into the "2024 Project Account" (referred to as the "Project Account") which is hereby created, which funds shall be kept separate and apart from all other funds of the City, and such funds shall be held and used to pay costs and expenses

incident to the Project, including all expenses incurred by the City in the authorization, sale and issuance of the Bonds, and pending expenditure of the funds so deposited, such funds shall be held for the benefit of the City for the purposes herein provided and for the benefit of the owners of the Bonds.

Section 16. Disbursements from Project Account

The moneys in the Project Account are appropriated for the purpose of paying costs of the Project and for the payment of costs of issuance of the Bonds, but may hereafter be reappropriated if such reappropriation and use is permitted by Illinois law and will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

Money in the Project Account shall be withdrawn by the City Treasurer upon the direction of the Budget Director from time to time as needed to (i) pay costs of issuing the Bonds, (ii) pay costs for the acquisition and construction of the Project approved by the Office of Public Works, (iii) transfer moneys from the Project Account to the Bond and Interest Account to pay interest on the Bonds, or (iv) transfer moneys from the Project Account to the Rebate Account to provide moneys needed to make any payment required under Section 148(f) of the Code. Within 60 days after completion of the Project and after all costs have been paid in connection with the acquisition and construction thereof, if at that time any money remains in the Project Account, the same shall be credited to the Bond and Interest Account.

Funds on deposit in the Project Account may be invested by the City Treasurer in Permitted Investments, provided, such investments shall be scheduled to come due, are redeemable or otherwise funds are available, before needed to pay costs of the Project.

Section 17. Redemption of Prior Bonds; Escrow Agreement.

(a) The Corporate Authorities authorize the Mayor to designate the Prior Bonds to be refunded, a redemption date for the Prior Bonds within 90 days of the date of issuance of the Bonds and to call for redemption and to redeem on such date the outstanding principal amount of the Prior Bonds so designated. Concurrently with the refunding of the Prior Bonds, moneys previously appropriated by the City to pay principal and interest on the Prior Bonds shall be deposited into the Escrow Account or the Bond and Interest Account.

(b) The Corporate Authorities hereby approve in all respects the form, terms and provisions of the Escrow Agreement presented at this meeting and the Mayor and City Clerk of the City are authorized, empowered and directed to execute the Escrow Agreement in the name and on behalf of the City and thereupon to deliver the Escrow Agreement to the Escrow Agent. The Escrow Agreement is to be in substantially the form before this meeting and hereby approved, with such changes as may be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Escrow Agreement before this meeting. From and after the execution and delivery of the Escrow Agreement, the officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents

as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed and to effect the refunding of the Prior Bonds.

(c) The City authorizes the deposit in the irrevocable escrow account with the Escrow Agent established pursuant to the Escrow Agreement, the sum necessary to provide for the payment in full of the Prior Bonds from proceeds of the sale of the Bonds and such other funds as the City may make available, which if invested as provided in the Escrow Agreement will produce funds sufficient to pay all principal and interest due from time to time on the Prior Bonds through their respective final maturities or redemption dates. The City hereby finds that the deposit of the securities, if any, and cash described in this Section constitutes provision for the payment in full of the Prior Bonds and interest thereon, that the making of such deposit in accordance with the terms of this Ordinance will constitute provision of the payment in full of the Prior Bonds and the interest thereon, and that the deposit will constitute and accomplish the defeasance of the Prior Bonds in accordance with the Local Government Defeasance of Debt Law, 50 ILCS 415/0.01 *et seq.* and the Prior Bond Ordinance.

(d) The foregoing deposit with the Escrow Agent shall be used to purchase such securities designated in the Escrow Agreement, if any, which shall be held by the Escrow Agent pursuant to the Escrow Agreement and applied to the payment of the Prior Bonds. The Escrow Agent is authorized to subscribe for such investments on behalf of the City.

Section 18. Tax Covenants and Representations.

(a) The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes.

(b) The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

(c) The Corporate Authorities represent and certify as follows:

(i). That all of the proceeds of sale of and investment earnings on the Bonds are needed for paying the costs of the Project and Refunding, including expenses incidental thereto and to the issuance of the Bonds;

(ii). That the City will receive the agreed upon purchase price plus accrued interest from the sale of the Bonds and that accrued interest received upon the sale of the Bonds will be deposited in the Bond and Interest Account and applied to the first interest due thereon;

(iii). That the City expects that all of the money derived from the sale of the Bonds and deposited in the Project Account, which is the account from which the cost of the Project is to be paid, and all of the investment earnings on said money, will be expended for the purpose of paying costs of the Project within three (3) years following the date of issue of the Bonds.

(iv). That work on the Project is expected to proceed with due diligence to completion.

(v). That the City has incurred, or within six (6) months after the delivery of the Bonds expects to incur, a substantial binding obligation to a third party to expend at least 5 percent of the Project Account on the Project. An obligation is not binding if it is subject to contingencies within the City's or a related party's control.

(vi). That the Project and the facilities financed with the Prior Bonds are not expected to be sold or otherwise disposed of in whole or in part prior to the last maturity of the Bonds;

(vii). That the Prior Bonds will be refunded within 90 days of the date of issue of the Bonds and the City expects that all of the money derived from the sale of the Bonds and all of the investment earnings on said money will be expended within six (6) months following the date of issue of the Bonds.

(viii). Except for the Bond and Interest Account, the City has not created or established and will not create or establish any sinking funds, reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond and Interest Account has been established and will be funded in a manner primarily to achieve proper matching of revenues and debt service, and will be depleted at least annually to an amount not in excess of the greater of (i) the earnings on the Bond and Interest Account for the immediately preceding bond year or (ii) $1/12^{th}$ of the particular annual debt service on the Bonds for the immediately preceding year. Money deposited in the Bond and Interest Account will be spent within a 13 month period beginning on the date of deposit, and investment earnings in the Bond and Interest Account will be spent or withdrawn from the Bond and Interest Account within a one year period beginning the date of receipt.

(ix). The foregoing statements of expectation are based upon the following facts and estimates:

(A) Amounts shown as received will be received pursuant to the Bond Purchase Agreement.

(B) Amounts paid or to be paid into various funds and accounts have been directed to be paid into said funds and accounts by authority hereof or are expected to be so directed to be paid by further proceedings.

(x). To the best of the knowledge and belief of the City, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section, and the expectations set out in this Section are reasonable.

(xi). The City has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may not certify bond issues under Treas. Reg. §1.148-2.

(xii). That moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

(d) The City reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the covenants herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to tax-exempt bonds to the effect that use or investment of such moneys as contemplated will not result in loss of the status of interest paid and received on the Bonds as not includible in the gross income of the owners thereof under the Code for federal income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations, in computing the environmental tax imposed on certain corporations and in computing the "branch profits tax" imposed on certain foreign corporations.

Section 19. Rebate Account.

In the event that the City shall invest moneys in any investments which generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Code, the City shall establish a special account, designated as the "Rebate Account" and such income shall be deposited into the Rebate Account. Moneys in the Rebate Account shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Code and are hereby appropriated and set aside for such purpose.

Section 20. Defeasance and Payment of Bonds.

(a) If the City shall pay or cause to be paid to the registered owners of the Bonds, the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the registered owners and the beneficial owners of the Bonds shall be discharged and satisfied.

(b) Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of paragraph(a) of this Section if (1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) Federal Obligations" as defined in paragraph (c) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Bonds on and prior to the applicable redemption date or maturity date thereof.

(c) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 21. Registered Form.

The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be tax-exempt under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 22. Ordinance to Constitute a Contract.

The provisions of this ordinance shall constitute a contract between the City and the registered owners of the bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full

authority for the issuance of the Bonds and to the extent that the provisions of this Ordinance conflict with the provisions of any other ordinance or resolution of the City, the provisions of this ordinance shall control. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 23. Continuing Disclosure.

The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Continuing Disclosure Undertaking"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 24. Bond Registrar.

The City covenants that it will maintain at the designated office of the Bond Registrar a place where Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the Bond Registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The Bond Registrar, shall signify acceptance of the duties and obligations imposed upon the Bond Registrar by this Ordinance, and any successor Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance, by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City the acceptance of such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. The Bond Registrar is the agent of the City and shall not be liable in connection with the performance of his duties except for his own negligence or default. The Bond Registrar shall, however, be responsible for any representation in the certificate of authentication on the Bonds.

The City may appoint a successor Bond Registrar at any time. In case at any time the Bond Registrar shall resign or shall be removed or shall become incapable of acting, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall mail notice of any such appointment made by it to each registered owner of Bonds within twenty days after such appointment. Any successor Bond Registrar

appointed under the provisions of this Section shall be a bank, trust company or national banking association maintaining its principal corporate trust office in the State of Illinois, St. Louis, Missouri, or the Borough of Manhattan, City and State of New York.

Section 25. Publication.

The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and to file copies thereof for public inspection in the City Clerk's office.

Section 26. Superseder and Effective Date.

All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage, approval and recording by the City Clerk.

* * *

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: _____, 2024
APPROVED: _____, 2024

_____
Mayor, City of Springfield,
Sangamon County, Illinois

Recorded in City Records: _____, 2024.

Attest:

_____
City Clerk, City of Springfield,
Sangamon County, Illinois

Approved as to legal
sufficiency:

6/28/24
_____
Corporation Counsel

2024-268

CERTIFICATE

I, Frank J. Lesko, City Clerk of the City of Springfield, in Sangamon County, Illinois (the "City"), hereby certify that the foregoing Ordinance _____ entitled "AN ORDINANCE providing for and authorizing the issuance of General Obligation Refunding and Improvement Bonds, Series 2024 of the City of Springfield, Sangamon County, Illinois, in an amount not to exceed $28,000,000 for the purpose of financing costs of certain capital improvements within the City, equipment purchases and refunding certain outstanding bonds of the City" (the "Ordinance") is a true copy of an original ordinance which was duly adopted by the recorded affirmative votes of a majority of the members of the City Council of the City (the "City Council") at a meeting thereof which was duly called and held in compliance with the Open Meetings Act on July 16, 2024, and at which a quorum was present and acting throughout, and that such copy has been compared by me with the original Ordinance signed by the Mayor of the City and recorded in the Ordinance book of the City and that it is a correct transcript thereof and of the whole of the Ordinance, and that the Ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I do further certify that the deliberations of the City Council on the adoption of Ordinance were taken openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Acts and Code, and with all of the procedural rules of the City.

I do further certify that the Ordinance was published in pamphlet form and that the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Springfield, Illinois this _____, 2024.

_____
City Clerk

(SEAL)

Exhibit A

CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

July __, 2024

City of Springfield
106 Municipal Center West
Springfield, Illinois 62701

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated, Naperville, Illinois (the *"Purchaser"*), as representative of itself and The Baker Group LP, Dallas, Texas, offers to purchase from the City of Springfield, Sangamon County, Illinois (the *"City"*), all (but not less than all) of the $_____ General Obligation Refunding and Improvement Bonds, Series 2024, of the City (the *"Bonds"*). This offer is made subject to the City's acceptance of this Bond Purchase Agreement (this *"Agreement"*) on or before 11:59 p.m., Central Standard Time, on the date hereof. Upon the City's acceptance of this offer, it will be binding upon the City and upon the Purchaser.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell and deliver to the Purchaser, the Bonds. *Exhibit A*, which is incorporated by reference into this Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid and the date of delivery and payment therefor (the *"Closing"* or *"Closing Date"*).

2. (a) Concurrently with the execution hereof, the City will approve an Official Statement (the *"Official Statement"*) in substantially the form of the Preliminary Official Statement of the City, dated July __, 2024, relating to the Bonds (the *"Preliminary Official Statement"*) with such changes from the Preliminary Official Statement as the Purchaser and the City shall approve, and will deliver a Bond Ordinance adopted by the City Council of the City on July __, 2024 (the *"Bond Ordinance"*), and a related bond order, dated the date hereof (the *"Bond Order"*), satisfactory in form and substance to the Purchaser. The Purchaser is authorized by the City to use these documents and the information contained in them in connection with the public offering and sale of the Bonds. The City has heretofore deemed the Preliminary Official Statement to be "final" as of its date for purposes of paragraph (b)(1) of Rule 15c2-12 (*"Rule 15c2-12"*) of the Securities and Exchange Commission (the *"Commission"*) under the Securities Exchange Act of 1934, as amended (*"Exchange Act"*). The City hereby agrees to provide to the Purchaser within seven business days of the date hereof sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 and Rule G-32 of the Municipal Securities Rulemaking Board.

(b) The City hereby covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the *"Undertaking"*) to provide ongoing disclosure about the City, for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under paragraph (b)(5) of Rule 15c2-12. The Undertaking shall be as described in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Purchaser. Except as noted in the Official Statement, there have been no instances in the previous five years in which the City has failed to comply, in all material respects, with each and every undertaking previously entered into by it pursuant to Rule 15c2-12.

3. The City represents and covenants to the Purchaser that:

(a) the City is duly created and existing under the Constitution and laws of the State of Illinois (the *"State"*) and has and will have at the Closing the power and authority to enter into and perform this Agreement, that certain Escrow Agreement dated the date of delivery of the Bonds (the *"Escrow Agreement"*) between the City and Zions Bancorporation, National Association, Chicago, Illinois, as escrow agent (the *"Escrow Agent"*), to adopt the Bond Ordinance, to refund a portion of the City's outstanding General Obligation Bonds, Series 2014 (the *"Refunded Bonds"*), to issue, deliver and sell the Bonds to the Purchaser and to carry out and consummate the transactions contemplated by the Bond Ordinance, including the Undertaking;

(b) this Agreement, the Escrow Agreement and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the City is subject or by which it is bound;

(c) no governmental approval or authorization other than the Bond Ordinance is required in connection with the sale of the Bonds to the Purchaser;

(d) this Agreement is, and this Agreement, the Escrow Agreement and the Bonds will be at the time of the Closing, the legal, valid and binding obligation of the City enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights and subject to the exercise of judicial discretion;

(e) the information in the Preliminary Official Statement (except as changed by the Official Statement) was, and in the Official Statement is, true and correct in all material respects and did not and does not omit any statement or information required to be stated therein or which is necessary to make the statements and information contained therein not misleading in any material respect;

(f) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City in any material respect or affecting the corporate existence of the City, the titles of its officers to their respective offices or the boundaries of the City, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the transactions contemplated

hereby or the validity or enforceability of the Bonds, the Bond Ordinance, the Escrow Agreement, the Refunded Bonds or this Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the City or any authority for the issuance of the Bonds, the adoption of the Bond Ordinance or the execution and the delivery of this Agreement or the Escrow Agreement;

(g) the City is not in default on any material contractual or financial obligation, including the punctual payment of principal and interest on indebtedness, and the City is not in breach of or in default under any existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the City is a party or by which the City or its property is or may be bound, and no event has occurred or is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case, in any manner or to any extent that could have a material adverse effect on the financial condition of the City, the operations of the City or the transactions contemplated by this Agreement and the Official Statement, or have an adverse effect on the validity or enforceability in accordance with the respective terms of the Bonds, the Escrow Agreement, the Refunded Bonds or the Bond Ordinance or in any way adversely affect the existence or powers of the City or the excludability from gross income for federal income tax purposes of interest on the Bonds;

(h) the City's audited general purpose financial statements as of and for the fiscal year ended February 28, 2023, are a fair presentation of the financial position of the City as of the date indicated and the results of its operations and changes in its fund balances for the periods specified. Since February 28, 2023, there has been no material adverse change in the condition, financial or otherwise, of the City from that set forth in the audited financial statements as of and for the period ended that date, except as disclosed in the Official Statement; and the City has not since February 28, 2023, incurred any material liabilities, directly or indirectly, except in the ordinary course of its operations or as disclosed in the Official Statement;

(i) the City will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or results in such proceeds being applied in a manner other than as provided in the Bond Ordinance;

(j) each representation, warranty or agreement stated in any certificate signed by any officer of the City and delivered to the Purchaser in connection with the transactions contemplated by the Bond Ordinance, the Escrow Agreement and this Agreement, at or before the Closing, shall constitute a representation, warranty or agreement by the City upon which the Purchaser shall be entitled to rely; and

(k) if between the date of this Agreement and 25 days following the End of the Underwriting Period (as hereinafter defined) any event shall occur which, in the City's opinion, might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements therein,

in the light of the circumstances under which they were made, not misleading, the City shall notify the Purchaser, and if, in the opinion of the Purchaser, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will supplement or amend the Official Statement in a form and in a manner approved by the Purchaser; any approval by the Purchaser of such supplement or amendment to the Official Statement prior to the Closing shall not preclude the Purchaser from thereafter terminating this Agreement, and if the Official Statement is amended or supplemented subsequent to the date hereof, the Purchaser may terminate this Agreement by notification to the City at any time prior to the Closing if, in the reasonable judgment of the Purchaser, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds. For purposes of this Agreement, *"End of the Underwriting Period"* means the later of (A) the Closing or (B) the date on which the Purchaser no longer retains an unsold balance of the Bonds, *provided, however*, that, unless otherwise advised by the Purchaser in writing on or prior to the Closing, the End of the Underwriting Period shall be the Closing.

4. At the Closing, the City will deliver or make available to the Purchaser:

(a) The Bonds, in definitive form, duly executed and bearing proper CUSIP numbers;

(b) A certificate executed by authorized officers of the City, in form and substance acceptable to the Purchaser, to the effect that the Official Statement, to the knowledge and belief of such officers, after due review, is accurate and complete in all material respects, and that the representations of the City contained in this Agreement are true and correct when made and as of the Closing;

(c) The approving opinion of Hart, Southworth & Witsman, Springfield, Illinois, Bond Counsel (*"Bond Counsel"*), addressed to the Purchaser or with a reliance letter addressed to the Purchaser, in substantially the form set forth in Appendix C to the Official Statement satisfactory to the Purchaser, dated the Closing Date, relating to the legality of, and federal tax treatment of interest on, the Bonds;

(d) The supplemental opinion of Bond Counsel, addressed to the Purchaser, in substantially the form attached hereto as *Exhibit B*;

(e) The negative assurance letter of Hart, Southworth & Witsman, Springfield, Illinois, as disclosure counsel to the City, addressed to the City and the Purchaser, in substantially the form attached hereto as *Exhibit C*;

(f) A certificate, in form and substance satisfactory to the Purchaser, of an authorized officer of the City, dated the Closing Date, to the effect that (i) there is no proceeding contesting the legality of the Bonds, the Bond Ordinance or the proceedings pursuant to which the Bond Ordinance was authorized, (ii) that the Bond Ordinance is in full force and effect as of the Closing Date, (iii) the representations and warranties of the City herein are correct in all material respects as of the date of the Closing, and (iv) there

have been no instances in the previous five years in which the City failed to comply, in all material respects, with any undertaking previously entered into by it pursuant to Rule 15c2-12, except as noted in the Official Statement;

(g) A fully executed copy of the Undertaking;

(h) A certified copy of the Bond Ordinance and a fully executed copy of the Bond Order;

(i) Proof of filing of the Bond Ordinance and the Bond Order with the Sangamon County Clerk;

(j) A tax exemption certificate and agreement of an authorized officer of the City, in form and substance satisfactory to the Purchaser;

(k) A copy of the executed Information Return for Tax-Exempt Governmental Obligations, Form 8038-G;

(l) A fully executed copy of the Escrow Agreement;

(m) A letter of representations to DTC, in the form executed by the City;

(n) Evidence satisfactory to the Purchaser that the Bonds have an insured rating of "____" by _____, with an underlying rating of "____" by _____;

(o) Evidence satisfactory to the Purchaser that the Municipal Bond Insurance Policy (the *"Insurance Policy"*) with respect to the Bonds, issued by _____ (the *"Bond Insurer"*), is in full force and effect and all conditions precedent to the issuance thereof have been satisfied and all premiums due and payable thereon on the date of Closing have been paid;

(p) The Insurance Policy, together with an opinion of counsel to the Insurer satisfactory in form and substance to the Purchaser;

(q) A certificate from the Bond Insurer and an opinion from counsel to the Bond Insurer with respect to the valid issuance and effectiveness of the Insurance Policy and to the accuracy and completeness of the Official Statement as to the Bond Insurer and the Insurance Policy; and

(r) Such additional certificates, instruments and other documents (including, without limitation, those set forth on *Exhibit A* hereto) as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

5. (a) The Purchaser agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together

with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Exhibit E,* with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the Public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) Except as otherwise set forth in *Exhibit A* attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the *"10% Test"*) is sold to the Public as the issue price of that maturity. At or promptly after the execution of this Agreement, the Purchaser shall report to the City the price or prices at which it has sold to the Public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Purchaser agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the Public. That reporting obligation shall continue until either (i) the Purchaser has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Purchaser's reporting obligation after Closing may be at reasonable periodic intervals or otherwise upon the request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[Include Hold the price column in Exhibit A and subsection (c) hereof only if the Purchaser agrees to apply the hold-the-offering-price rule, as described below.]

(c) The Purchaser confirms that it has offered the Bonds to the Public on or before the date of this Agreement at the offering price or prices (the *"Initial Offering Price"*), or at the corresponding yield or yields, set forth in *Exhibit A,* except as otherwise set forth therein. *Exhibit A* also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Purchaser agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the Public of each such maturity as of the Sale Date as the issue price of that maturity (the *"Hold-the-Offering-Price Rule"*). So long as the Hold-the-Offering-Price Rule remains applicable to any maturity of the Bonds, the Purchaser will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth business day after the Sale Date; or

(2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Purchaser will advise the City promptly after the close of the fifth (5th) business day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

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(d) The Purchaser confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable (A) (i) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser and (ii) to comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser, (B) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Purchaser shall assume that each order submitted by the dealer or broker-dealer is a sale to the Public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Purchaser or the dealer, and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Purchaser will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue

price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

(f) The Purchaser acknowledges that sales of any Bonds to any person that is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public (each such term being used as defined below) shall not constitute sales to the Public for purposes of this section. Further, for purposes of this section:

(i) *"Public"* means any person other than an Underwriter or a Related Party,

(ii) a purchaser of any of the Bonds is a *"Related Party"* to an Underwriter if the Underwriter and such purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

(iii) *"Sale Date"* means the date of execution of this Agreement by all parties, and

(iv) *"Underwriter"* means (A) any person that agrees pursuant to a written contract with the City (or with the Purchaser to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, including the Purchaser, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

6. The fees and disbursements of counsel to the City, the municipal advisor, Bond Counsel and Disclosure Counsel, Underwriter's Counsel, the cost of preparing and printing the Bonds, the cost of obtaining any ratings in connection with the issuance of the Bonds, including rating agency fees, the fees of the bond registrar and paying agent for the Bonds, the fees of the Escrow Agent, the cost of printing and mailing the Preliminary Official Statement and the Official Statement and miscellaneous expenses of the City incurred in connection with the offering and delivery of the Bonds, including the assignment of CUSIP identification numbers, shall all be the obligation of the City.

The obligation of the City to pay the above-described fees and expenses shall survive the termination of this Agreement or the failure to consummate the transactions described herein.

7. This Agreement is intended to benefit only the parties hereto, and the City's representations and warranties shall survive any investigation made by or for the Purchaser, delivery and payment for the Bonds and the termination of this Agreement.

8. The City acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the City and the Purchaser, (b) in connection with the purchase and sale of the Bonds and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as an agent, advisor or fiduciary of the City, (c) the Purchaser has not assumed any advisory or fiduciary responsibility in favor of the City with respect to the purchase and sale of the Bonds or the process leading thereto (irrespective of whether the Purchaser has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement, (d) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, and (e) the City will not claim that the Purchaser has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the City, in connection with the purchase and sale of the Bonds or the process leading thereto.

9. The Purchaser shall have the right to cancel its obligation to purchase the Bonds, without liability to the Purchaser, by written notice to the City if, between the date of this Agreement and the Closing, in the Purchaser's sole and reasonable judgement any of the following events shall occur:

(a) the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall be enacted by or introduced in the Congress of the United States (the *"Congress"*) or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impact, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any

other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Commission or any other governmental authority having jurisdiction;

(iv) legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction shall be issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the *"Securities Act"*), or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended (the *"Trust Indenture Act"*), or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City; or

(vi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations or any rating of the Bond Insurer;

(b) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(f) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(g) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income securities (or interest thereon), the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Bonds;

(h) any event occurring, or information becoming known which, in the judgment of the Purchaser, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) any fact or event shall exist or have existed that, in the judgment of the Purchaser, requires or has required an amendment of or supplement to the Official Statement; or

(j) the purchase of and payment for the Bonds by the Purchaser, or the resale of the Bonds by the Purchaser, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11. This Agreement shall be governed by the laws of the State, without giving effect to conflict of laws principles.

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Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED,
NAPERVILLE, ILLINOIS
as Representative

By _____
Its _____

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Exhibit A

Accepted on behalf of

CITY OF SPRINGFIELD, SANGAMON COUNTY,
ILLINOIS

By _____
Its _____

[SIGNATURE PAGE OF CITY]

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EXHIBIT A

DESCRIPTION OF BONDS

a. PURCHASE PRICE: $_____ (representing the $_____ aggregate principal amount of the Bonds, plus [net] original issue premium of $_____, less an underwriting discount of $_____).

b. DETAILS: The Bonds shall be issued in an aggregate principal amount of $_____, shall be dated the date of their issuance, and shall become due and payable serially (with option of prior redemption as set forth below) on December 1 of the years, in the amounts, bearing interest at the rates per annum and reoffered at the yields per annum as follows:

YEAR	AMOUNT	INTEREST RATE	YIELD	HOLD-THE-OFFERING PRICE MATURITY (MARKED *)
	$	%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	

The first interest payment date on the Bonds shall be _____, 20__.

c. FORM: The Bonds shall be delivered in the form of a separate, single, certificated, fully registered Bond for each of the maturities set forth above, and each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (*"DTC"*), all as provided in the Bond Ordinance. The Bonds shall be available at such place as is designated by the Purchaser in New York, New York, or such other place as the Purchaser and the City agree upon, for examination and packaging by the Purchaser at least 24 hours prior to the Closing and at the Closing shall be delivered to the Purchaser through the facilities of DTC.

d. REDEMPTION: [Redemption Provisions to be Inserted].

e. CLOSING DATE: September 3, 2024, or such other date mutually agreed to by the City and the Purchaser.

f. DELIVERY: Delivery and payment shall be made at the offices of Hart, Southworth & Witsman, Springfield, Illinois, 1 North Old State Capitol Plaza #501, Springfield, Illinois 62701, or such other place as shall have been mutually agreed upon by the City and the Purchaser.

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EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

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EXHIBIT C

FORM OF NEGATIVE ASSURANCE LETTER OF DISCLOSURE COUNSEL

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EXHIBIT D

CERTIFICATE OF PURCHASER

The undersigned, on behalf of Robert W. Baird & Co. Incorporated, Naperville, Illinois (the *"Purchaser"*), hereby certifies as set forth below with respect to the sale and issuance of the $_____ General Obligation Refunding and Improvement Bonds, Series 2024 (the *"Bonds"*), of City of Springfield, Sangamon County, Illinois (the *"City"*).

I. General

The Purchaser, as underwriter of the Bonds, and the City have executed a bond purchase agreement in connection with the Bonds on the Sale Date (the *"Agreement"*). The Purchaser has not modified the Agreement since its execution on the Sale Date.

II. Price

A. General Rule Only, At Least 10% of Each Maturities Sold by Closing

As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A* (the *"First Sale Price"*).

B. General Rule Only, Not all Maturities Sold by Closing

1. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A* (the *"First Sale Price"*).

2. Expected First Sale Price.

With respect to each of the Maturities other than the General Rule Maturities of the Bonds:

(a) As of the date of this certificate, the Purchaser has not sold at least 10% of the Bonds of this Maturity at any price.

(b) As of the date of this certificate, the Purchaser reasonably expects that the first sale to the Public of an amount of Bonds of this Maturity equal to 10% or more of this Maturity will be at or below the Expected Sale Price listed on the attached *Schedule A* (the *"Expected First Sale Price"*).

C. All Maturities use Hold the Offering Price

1. The Purchaser offered the Bonds to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the *"Initial Offering Prices"*) on or before the Sale Date. A

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copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

2. As set forth in the Agreement, the Purchaser agreed in writing that, (i) for each Maturity, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the *"Hold-the-Offering-Price Rule"*), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the Hold-the-Offering-Price Rule.

3. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

D. Some Maturities Use Hold the Offering Price

1. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A* (the *"First Sale Price"*).

2. A. The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the *"Initial Offering Prices"*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

B. As set forth in the Agreement, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the *"Hold-the-Offering-Price Rule"*), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the Hold-the-Offering-Price Rule.

C. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

III. Defined Terms

[1. *General Rule Maturities* means those Maturities of the Bonds not listed in *Schedule A* hereto as the "Hold-the-Offering-Price Maturities."]

[2. *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in *Schedule A* hereto as the "Hold-the-Offering-Price Maturities."]

[3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 20__), or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

4. *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

6. A person is a *"Related Party"* to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July __, 2024.

8. *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, including, specifically, the Purchaser, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

IV. Credit Facility

The present value of the fees paid and to be paid to _____ for insuring the Bonds (the *"Credit Facility"*) (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Credit Facility. The fees paid and to be paid for the Credit Facility does not exceed a reasonable, arm's-length charge for the transfer of credit risk. The fee does not include any payment for any direct or indirect services other than the transfer of credit risk.

V. Use of Representations

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Bonds, and by Hart, Southworth & Witsman, Springfield, Illinois, Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the City from time to time relating to the Bonds.

IN WITNESS WHEREOF, I hereunto affix my signature, this ____ day of _____, 20__.

ROBERT W. BAIRD & CO. INCORPORATED,
NAPERVILLE, ILLINOIS

By:_____
Title: _____

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SCHEDULE A

GENERAL RULE, ALL MATURITIES SOLD

YEAR	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)	ISSUE PRICE ($)
20				
20				
20				
20				
20				
20				
20				
20				
20				
20				
20	_____			_____
Total	_____			_____

GENERAL RULE, NOT ALL MATURITIES SOLD

10% NOT SOLD TO THE PUBLIC BY CLOSING IF MARKED	YEAR	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)	EXPECTED FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20				
	20	_____			
	Total	_____			

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HOLD THE OFFER PRICE

HOLD-THE-OFFERING-PRICE MATURITY IF MARKED	YEAR	PRINCIPAL AMOUNT ($)	INTEREST RATE (%)	FIRST SALE PRICE OF AT LEAST 10% (% OF PAR)	INITIAL OFFERING PRICE (% OF PAR)	ISSUE PRICE ($)
	20					
	20					
	20					
	20					
	20					
	20					
	20					
	20					
	20					
	Total					

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SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

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EX. B

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy these securities nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JULY __, 2024

BOOK-ENTRY-ONLY

RATING: Standard & Poor's: AA
(See "RATING," herein)

Subject to compliance by the City with certain covenants, in the opinion of Hart, Southworth & Witsman, Springfield, Illinois, Bond Counsel, under existing law, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Interest on the Bonds is not exempt from income taxes currently imposed by the State of Illinois. See "TAX MATTERS" herein for a more complete description.

$25,455,000*
City of Springfield
Sangamon County, Illinois
General Obligation Refunding and Improvement Bonds, Series 2024

Dated: Date of Delivery

Due: See Inside Cover

The General Obligation Refunding and Improvement Bonds, Series 2024 (the "*Bonds*") of the City of Springfield, Illinois (the "*City*") will be issued as fully registered bonds and will initially be registered in the name of Cede & Co., the nominee for The Depository Trust Company, New York, New York ("*DTC*"). DTC will act as the securities depository for the Bonds. Purchases will be made in book-entry form through DTC participants only in denominations of $5,000 and any authorized integral multiple thereof and no physical delivery of the Bonds will be made to purchasers of beneficial interests (the "*Beneficial Owners*") in the Bonds. Interest on the Bonds will be payable on June 1 and December 1, commencing June 1, 2025. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, principal of and interest on the Bonds will be paid by Zions Bancorporation, National Association, as bond registrar and paying agent (the "*Bond Registrar*" and "*Paying Agent*") for the Bonds to DTC, which in turn will remit such payments to DTC participants for subsequent distribution to the Beneficial Owners of the Bonds. See BOOK-ENTRY SYSTEM in APPENDIX D hereto.

The Bonds are full faith and credit general obligations of the City. The full faith and credit of the City is irrevocably pledged to the punctual payment of principal of and interest on the Bonds. The City is obligated to levy ad valorem taxes upon all the taxable property in the City for the payment of the Bonds and the interest therein, without limitation as to rate or amount.

The Bonds are being issued to provide funds to be used with other moneys to (i) acquire, construct and equip three new fire stations and other capital improvements of the City including necessary connections, appurtenances, material, labor and equipment incident thereto, (ii) to purchase and acquire other equipment (all of which acquisition, construction, equipment purchases, and incidental expenses are referred to herein collectively as the *"Project"*), (iii) to current refund all or a portion of the City's General Obligation Bonds, Series 2014 (the *"Refunding"*) and (iv) to pay costs related to issuance of the Bonds, all as more fully described herein.

The Bonds will be subject to redemption as more fully described herein.

The Bonds are offered when, as, and if issued and received by the Underwriter, subject to withdrawal or modification of the offer without notice, and to the delivery of an approving legal opinion for the Bonds by Hart, Southworth & Witsman, Springfield, Illinois, Bond Counsel. Certain legal matters will be passed upon for the City by Gregory E. Moredock, Corporation Counsel of the City, and for the Underwriter by its counsel, Chapman and Cutler LLP, Chicago, Illinois. It is expected that the Bonds in

* Preliminary, subject to change.

definitive form will be available for delivery through the facilities of DTC on or about September 3, 2024.

The Baker Group LP

Dated: August __, 2024

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MATURITY SCHEDULE

$25,455,000* General Obligation Refunding and Improvement Bonds, Series 2024

The Bonds are dated as of the Date of Delivery.

Maturity December 1	Amount*	Interest Rate	Price	CUSIP** (Root: _____)
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				

*Preliminary, subject to change.

** CUSIP is a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard and Poor's Financial Services LLC on behalf of the American Bankers Association. The CUSIP numbers are provided for convenience of reference only.

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CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS

CITY OFFICIALS

Misty Buscher	*Mayor*	
Charles L. Redpath, Sr	*Alderman*	Ward 1
Shawn Gregory	*Alderman*	Ward 2
Roy Williams, Jr.	*Alderman*	Ward 3
Larry Rockford	*Alderman*	Ward 4
Lakeisha Purchase	*Alderman*	Ward 5
Jennifer Notariano	*Alderman*	Ward 6
Brad Carlson	*Alderman*	Ward 7
Erin Conley	*Alderman*	Ward 8
James R. Donelan	*Alderman*	Ward 9
Ralph Hanauer	*Alderman*	Ward 10
Colleen Redpath Feger	*City Treasurer*	
Frank J. Lesko	*City Clerk*	
Gregory E. Moredock	*Corporation Counsel*	
Ramona M. Metzger	*Director of the Office of Budget and Management*	

Bond Counsel

Hart, Southworth & Witsman
Springfield, Illinois

Independent Municipal Advisor

Stifel, Nicolaus & Company Incorporated
St. Louis, Missouri

Senior Managing Underwriter

Robert W. Baird & Co. Incorporated
Naperville, Illinois

Co-Managing Underwriter

The Baker Group LP
Oklahoma City, Oklahoma

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REGARDING USE OF THIS OFFICIAL STATEMENT

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement, which includes the cover page and the appendices hereto, does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of any of the Bonds, by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. No broker, dealer, salesperson, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the City, the Municipal Advisor or the Underwriter.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as the promise or guarantee of the Municipal Advisor or the Underwriter. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or in the information or opinions set forth herein, since the date of this Official Statement.

This Official Statement contains "*forward-looking statements*" within the meaning of the Federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THE LEVELS THAT MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND ORDINANCE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE

WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

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OFFICIAL STATEMENT

$25,455,000*
City of Springfield
Sangamon County, Illinois
General Obligation Refunding and Improvement Bonds, Series 2024

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices hereto, is to set forth certain information in conjunction with the sale of $25,455,000* principal amount of General Obligation Refunding and Improvement Bonds, Series 2024 (the "*Bonds*") of the City of Springfield, Illinois (the "*City*"). The Bonds are authorized and issued pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and by virtue of the Bond Ordinance adopted by the City Council of the City on _____ __, 2024 and related Bond Order signed by the Mayor on _____ __, 2024 (collectively, the "*Bond Ordinance*"). Factors that may affect an investment decision concerning the Bonds are described throughout this Official Statement. Persons considering a purchase of the Bonds should read this Official Statement in its entirety.

PLAN OF FINANCE

The Project

Proceeds of the Bonds are being issued to provide funds to be used with other moneys to (i) acquire, construct and equip three new fire stations and other capital improvements of the City including necessary connections, appurtenances, material, labor and equipment incident thereto, (ii) to purchase and acquire other equipment (all of which acquisition, construction, equipment purchases, and incidental expenses are referred to herein collectively as the *"Project"*), (iii) to current refund all or a portion of the City's General Obligation Bonds, Series 2014 (the *"Refunding"*) and (iv) to pay costs related to issuance of the Bonds, all as more fully described herein.

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The Refunding

Certain proceeds of the Bonds will be used to current refund all or a portion of the City's General Obligation Bonds, Series 2014 (the *"Refunded Bonds"*). The Refunded Bonds are further described as follows:

REFUNDED BONDS**

	Maturity (December 1)	Original Amount Issued	Amount Refunded	Redemption Date	Redemption Price*
General Obligation Bonds, Series 2014	2024	$1,170,000	$0	N/A	N/A
	2025	$1,015,000	$1,015,000	12/1/2024	100%
	2026	$2,535,000	$2,535,000	12/1/2024	100%
	2027	$2,665,000	$2,665,000	12/1/2024	100%
	2028	$2,780,000	$2,780,000	12/1/2024	100%
	2029	$2,915,000	$2,915,000	12/1/2024	100%
	Total	$13,080,000	$11,910,000		

**Preliminary, subject to change

* Expressed as a percentage of par

Certain proceeds received from the sale of the Bonds will be deposited in an Escrow Account (the "*Escrow Account*") to be held by Zions Bancorporation, National Association (the "*Escrow Agent*"), under the terms of an Escrow Agreement between the City and the Escrow Agent. The moneys so deposited in the Escrow Account will be held in cash or applied by the Escrow Agent to purchase direct non-callable obligations of, or obligations guaranteed by the full faith and credit of, the United States of America (the "*Government Securities*") and to provide an initial cash deposit. The Government Securities together with interest earnings thereon and the initial cash deposit will be sufficient to pay when due the principal of and interest on the Refunded Bonds up to and including the redemption date thereof.

The accuracy of the mathematical computations regarding the adequacy of the maturing principal of and interest earnings on the Government Securities together with the initial cash deposit in the Escrow Account to pay the debt service described above on the Refunded Bonds will be verified by Robert Thomas CPA, LLC, Overland Park, Kansas. Such verification shall be based upon information supplied by the hereinafter defined Underwriter.

DESCRIPTION OF BONDS

The Bonds are dated as of their delivery date (which is expected to be on or about September 3, 2024) and mature on December 1 of the years listed on the inside cover page of the Official Statement. Interest on the Bonds is payable on June 1 and December 1, commencing on June 1, 2025. Each Bond will bear interest from the later of its dated date or most recent interest payment date to which interest has not been paid or for which interest has been fully provided.

The Bonds are issuable only in fully registered form. The Depository Trust Company, New York, New York ("*DTC*"), will act as securities depository of the Bonds and its nominee, Cede & Co., will be the registered owner of the Bonds. Individual purchases of the Bonds must be in the principal amount of $5,000 or any integral multiple thereof, and will be recorded on a book-entry system operated by DTC. Principal of and interest on the Bonds are also payable to DTC, who will remit such principal and interest to DTC's

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Participants for payment to the Beneficial Owners of the Bonds. For more information see APPENDIX D hereto.

Authorization and Purpose

The Bonds are being issued pursuant to and in accordance with the home-rule powers of the City under Section 6 (Powers of Home Rule Units), Article VII (Local Government) of the Constitution of the State of Illinois and the Bond Ordinance. The Bond Ordinance authorizes the City to issue the Bonds (in one or more series to be issued prior to December 1, 2024) to provide funds to be used with other moneys to pay costs of the Project, costs of the Refunding and costs related to issuance of the Bonds. See "PLAN OF FINANCE" above.

Estimated Sources and Uses

The following table set forth the estimated sources and uses of the proceeds of the Bonds:

Sources:	
Principal Amount of Bonds	$
Net original issue premium	$
Total	$
Uses:	
Refunding of Series 2014 Bonds	$
Deposit to Project Account	$
Costs of issuance [1]	$
Total	$

(1) Includes Underwriter's discount, rating agency, municipal advisor, legal and accounting fees and other costs incurred in connection with the issuance of the Bonds.

Security

The Bonds are general obligations of the City. The full faith and credit of the City are irrevocably pledged for the prompt payment of the principal of and the interest on the Bonds. Ad valorem taxes unlimited as to rate or amount will be levied upon all taxable property in the City for payment of the interest on the Bonds and the principal thereof when due.

At any time when there are insufficient funds on hand from the ad valorem taxes herein levied, principal and interest shall be paid promptly when due from current funds on hand in advance of the collection of said taxes and, when said taxes shall have been collected, reimbursement shall be made of said funds in the amount so advanced.

The tax receipts derived from the taxes levied pursuant to the Bond Ordinance and the moneys deposited or to be deposited into the Bond and Interest Account are pledged as security for the payment of the principal of and interest on the Bonds. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such tax receipts and the moneys held in the Bond and Interest Account shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid

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and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

The taxes levied pursuant to the Bond Ordinance may be abated annually by the filing with the County Clerk of Sangamon County, Illinois of either a certified copy of a resolution of the City or a certificate of the City stating (i) the amount of taxes next to be extended that are to be abated and (ii) either, (a) that an amount at least equal to the amount proposed to be abated is on deposit in the Bond and Interest Account or will be on deposit in accordance with the City's budget ordinance and will be available and applied to pay principal of or interest on the Bonds that would otherwise be paid by the taxes proposed to be abated; or (b) the City has made provision for the payment of such principal and interest by the irrevocable deposit of funds sufficient for that purpose with a bank or trust company in trust for the sole benefit of the owners of the Bonds.

Transfer of Bonds

So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, beneficial ownership interests in the Bonds may only be transferred through a DTC Participant or Indirect Participant and recorded on the book-entry system operated by DTC. See BOOK-ENTRY SYSTEM in APPENDIX D hereto.

Optional Redemption

The Bonds due on or after _____, are subject to redemption prior to maturity at the option of the City as a whole or in part in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on _____, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the proceedings.

Mandatory Sinking Fund Redemption

The Bonds due on December 1, _____, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

Year	Principal Amount ($)
_____ *(maturity)*	_____

The City may purchase Term Bonds, either in the open market or pursuant to a tender offer, for settlement on or before the date of such mandatory redemption at a price not greater than the principal amount of the bonds so purchased. To the extent that the City shall have purchased any Term Bonds, the City may reduce the principal amount of the Term Bonds to be redeemed at subsequent redemption dates by a like principal amount.

Notice of Redemption

Notice of redemption will be given to the registered owners of Bonds to be redeemed by first class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption at their addresses as shown on the registration books of the Bond Registrar. Failure to mail to any registered owner a notice of redemption, or any defect in a notice of redemption given to a registered owner, will not affect the sufficiency of that notice with respect to other registered owners of the Bonds. When Bonds have

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been called for redemption and funds for the payment of the redemption price have been deposited with the Paying Agent, interest on the Bonds so called for redemption will cease to accrue from and after the redemption date. So long as a global book-entry registration system is used, the City will send notices of redemption to DTC. Any failure of DTC to mail a notice of redemption to a DTC participant or of a DTC participant to mail a notice of redemption to a beneficial owner of the Bonds will not affect the sufficiency of that notice with respect to other DTC participants or other beneficial owners of the Bonds.

Partial Redemption

During such time as a global book-entry system is used, if less than all of the Bonds are to be redeemed, DTC will randomly allocate among DTC participants the beneficial ownership interests in the Bonds to be redeemed. Each DTC participant will be responsible for determining the Beneficial Owners whose interest in the Bonds will be subject to redemption. During such time as a global book-entry system is not in use, the Bond Registrar will select the particular Bonds or portions thereof to be redeemed pursuant to a partial redemption by such method of lottery as the Bond Registrar deems fair and appropriate; *provided, however,* that the method of lottery must ensure that each Bond of a $5,000 denomination or each $5,000 portion of a Bond will be as likely to be called for redemption as any other Bond of a $5,000 denomination or $5,000 portion of a Bond.

General Provisions of the Bonds When Not in Book-Entry

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described in the Bond Ordinance and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Ordinance.

RISK FACTORS

The purchase of the Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Bonds should make an independent evaluation of the entirety of the information presented in this Official Statement and its appendices and exhibits in order to make an informed investment decision. Certain of the investment risks are described below. The following statements, however, should not be considered a complete description of all risks to be considered in the decision to purchase the Bonds, nor should the order of the presentation of such risks be construed to reflect the relative importance of the various risks. There can be no assurance that other risk factors are not material or will not become material in the future.

Construction Risks

There are potential risks that could affect the ability of the City to timely complete the Project. While preliminary costs have been projected by the City's consulting architects, not all of the construction contracts have been let by the City. No assurance can be given that the cost of completing the Project will not exceed available funds. Completion of the Project involves many risks common to construction projects such as shortages or delays in the availability of materials and labor, work stoppages, labor disputes,

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contractual disputes with contractors or suppliers, weather interferences, construction accidents, delays in obtaining legal approvals, unforeseen engineering, archeological or environmental problems and unanticipated cost increases, any of which could give rise to significant delays or cost overruns.

Finances of the State of Illinois

While the finances of the State of Illinois (the "State") have significantly improved in recent years, the State continues to deal with a severe underfunding of its pension systems, which, based on the annual comprehensive financial reports of the State's five retirement systems, have a combined unfunded pension liability of approximately $140 billion and a combined funded ratio of approximately 44%. Also, despite eight credit rating upgrades since June 2021, the State's long term general obligation bonds carry the lowest ratings of all states.

The State enacted full budgets for the State fiscal years ending June 30, 2018 (the "Fiscal Year 2018 Budget"), June 30, 2019 (the "Fiscal Year 2019 Budget"), June 30, 2020 (the "Fiscal Year 2020 Budget"), June 30, 2021 (the "Fiscal Year 2021 Budget"), June 30, 2022 (the "Fiscal Year 2022 Budget"), and June 30, 2023 (the "Fiscal Year 2023 Budget"). On June 7, 2023, Governor Pritzker (the "Governor") signed the State's budget (Public Act 103-006) for the fiscal year ending June 30, 2024 (the "Fiscal Year 2024 Budget"), which included a $183 million surplus, additional contributions to the State pension system and the State's Budget Stabilization Fund, commonly referred to as the State's "rainy day" fund, which is set to surpass $2 billion, and the elimination of the State's bill backlog.

Under current law, the State shares a portion of sales tax, income tax, use tax and motor fuel tax revenue with municipalities, including the City. The State's general fiscal condition and the underfunding of the State's pension systems have materially adversely affected the State's financial condition and may result in decreased or delayed revenues allocated to the City. In addition, the Fiscal Year 2018 Budget, the Fiscal Year 2019 Budget and the Fiscal Year 2020 Budget contained a provision reducing the amount of income tax revenue to be deposited into the Local Government Distributive Fund for distribution to municipalities, like the City, by 10% for State Fiscal Year 2018 and by 5% for State Fiscal Year 2019 and State Fiscal Year 2020. Subsequent State budgets have not included any such reduction. The Fiscal Year 2018 Budget, and each budget thereafter also include a service fee for collection and processing of local imposed sales taxes. Such fee was 2% of such sales taxes for State Fiscal Year 2018 and was reduced to 1.5% of such sales taxes for State Fiscal Year 2019 and each State Fiscal Year thereafter.

The City cannot determine at this time the financial impact of these provisions on its overall financial condition, but such provisions may result in lower income tax revenues and sales tax revenues distributed to the City. The City can give no assurance that there will not be additional changes in applicable law modifying the manner in which local revenue sharing is allocated by the State, nor can the City predict the effect the State's financial problems, including those caused by the Novel Coronavirus 2019 ("COVID-19") or the various governmental or private actions in reaction thereto, may have on the City's future finances.

Impact of COVID-19

The COVID-19 pandemic, along with various governmental measures taken to protect public health in light of the pandemic, has had an adverse impact on global economies, including economic conditions in the United States. The impact of the COVID-19 pandemic on the U.S. economy was broad based and negatively impacted national, state and local economies.

In response to the pandemic, former President Trump declared a "national emergency" and designated the State as part of a national disaster area, which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic

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dislocation. Federal legislation, particularly (i) the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), signed into law on March 27, 2020, and (ii) the American Rescue Plan Act of 2021, signed into law on March 12, 2021 (the "ARP Act"), a subset of which is The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, each directed at mitigating the economic downturn and health care crisis caused by COVID-19. The CARES Act allocated approximately $4.9 billion to the State for expenditures incurred due to the public health emergency with respect to COVID-19, split between the State ($2.7 billion) and local governments (the City of Chicago and Illinois counties with populations that exceed 500,000) ($2.2 billion). The ARP Act provides additional federal money for states and local governments to combat the COVID-19 pandemic including, but not limited to, funds to replace revenues lost as a result of the pandemic.

The City received $33,800,000 in stimulus funds from the SLFRF program in fiscal years 2022 and 2023. The City's Office of Budget and Management monitors program regulations, oversees management and disbursement of funds, and completes compliance reports and other requirements for the program. The funds are being utilized under the program pillar of revenue replacement providing funding for many projects and programs including budget restoration for the fire department; police license plate readers; tourism programs and campaigns; road, water and sewer infrastructure improvements; community revitalization grant awards; a revolving loan program; fire equipment; as well as many others, including additional and relocated firehouses.

In addition to the federal COVID-19 response, the Governor signed various executive orders (each with 30-day periods of effectiveness which have been extended several times) to prevent the further spread of COVID-19 that have called for social distancing and masking and imposed restrictions on personal mobility, business operations, and congregate activities. The Governor implemented a five-phase approach to reopening the State's businesses (the "Reopening Plan"), with each successive phase of the Reopening Plan easing certain of the restrictions previously imposed by such prior executive orders. On June 11, 2021, the State began the fifth and final phase of the Reopening Plan.

Under Phase 5 of the Reopening Plan, all sections of the Illinois economy have reopened, with no limitations on the size of gatherings and most public activities, including parties, festivals, weddings, places of worship, conferences and sporting events. Businesses and local municipalities are permitted to continue to enforce more stringent rules. If there is a resurgence of COVID-19 cases, with an increase in hospitalizations and capacity issues for intensive care unit beds, the State could return to a previous phase of the Reopening Plan that would reinstate public health restrictions and mitigations.

The City cannot predict the effect of COVID-19 or the various governmental or private actions in reaction thereto will have on its finances or operations, including receipt of sales, income and utility tax revenues and real estate tax collections. If there is a negative impact on the receipt of such revenues and/or extension and collection of real estate taxes, the City may have difficulty paying debt service on the Bonds.

Future Pension Fund Funding Requirements

The City participates in ta Police Pension Plan and the Firefighters Pension Plan. Under the Illinois Pension Code, as amended (the "Pension Code"), the City is required to contribute to each plan in order to achieve a Funded Ratio of 90% by 2040. In order to achieve the 90% Funded Ratio for both plans by 2040, it is expected that the annual employer contributions required by the City will increase over time. The City also participates in the Illinois Municipal Retirement Plan (the "IMRF Plan"), which is a defined benefit pension plan administered by the Illinois Municipal Retirement Fund ("IMRF"); employer contributions are projected by IMRF to increase over time. Increasing annual required employer contributions for the City could have a material adverse effect on the finances of the City.

The Pension Code allows the State Comptroller, after proper procedures have taken place, to divert State payments intended for the City to the Police Pension Plan and the Firefighters Pension Plan to satisfy contribution shortfalls by the City. If the City does not make 100% of its annual required contributions to the Police Pension Plan and Firefighters Pension Plan, the City may have revenues withheld by the State Comptroller. Such withholdings by the State Comptroller could adversely affect the City's financial health and operations.

Local Economy

The financial health of the City is in part dependent on the strength of the local economy. Many factors affect the local economy, including rates of employment and economic growth and the level of residential and commercial development. It is not possible to predict to what extent any changes in economic conditions, demographic characteristics, population or commercial and industrial activity will occur and what impact such changes would have on the finances of the City. The City is the state capitol of the State and the financial health of the City is in part influenced by the State (see "RISK FACTORS – Finances of the State of Illinois herein).

Loss or Change of Bond Rating

The Bonds have received a credit rating from S&P Global Ratings, New York, New York ("S&P"). The rating can be changed or withdrawn at any time for reasons both under and outside the City's control. Any change, withdrawal or combination thereof could adversely affect the ability of investors to sell the Bonds or may affect the price at which they can be sold.

Secondary Market for the Bonds

No assurance can be given that a secondary market will develop for the purchase and sale of the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. The hereinafter defined Underwriters are not obligated to engage in secondary market trading or to repurchase any of the Bonds at the request of the owners thereof.

Prices of the Bonds as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Bonds. Such market value could be substantially different from the original purchase price.

Continuing Disclosure

A failure by the City to comply with the Undertaking for continuing disclosure (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Bonds. Any such failure must be reported in accordance with Rule 15c2 12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may adversely affect the transferability and liquidity of the Bonds and their market price.

Suitability of Investment

The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

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Future Changes in Laws

Various state and federal laws, regulations and constitutional provisions apply to the City and to the Bonds. The City can give no assurance that there will not be a change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the City, or the taxing authority of the City. For example, many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by State government. Future actions of the State may affect the overall financial conditions of the City, the taxable value of property within the City, and the ability of the City to levy property taxes or collect revenues for its ongoing operations.

Factors Relating to Tax Exemption

As discussed under "TAX MATTERS" below, interest on the Bonds could become includible in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Bond Ordinance. Should such an event of taxability occur, the Bonds are not subject to any special redemption.

There are or may be pending in the Congress of the United States ("Congress") legislative proposals relating to the federal tax treatment of interest on the Bonds, including some that carry retroactive effective dates, that, if enacted, could affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Finally, reduction or elimination of the tax-exempt status of obligations such as the Bonds could have an adverse effect on the City's ability to access the capital markets to finance future capital or operational needs by reducing market demand for such obligations or materially increasing borrowing costs of the City.

The tax-exempt bond office of the Internal Revenue Service (the *"Service"*) is conducting audits of tax-exempt bonds, both compliance checks and full audits, with increasing frequency to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether the Service will commence any such audit. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Bondholders may have no right to participate in such proceeding. The commencement of an audit with respect to any tax-exempt obligations of the City could adversely affect the market value and liquidity of the Bonds, regardless of the ultimate outcome.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the City. Despite the implementation of network security measures by the City, its information technology and infrastructure may be vulnerable to deliberate attacks by hackers, malware, ransomware or computer virus, or may otherwise be breached due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and the information stored thereon could be disrupted, accessed, publicly disclosed, lost or stolen. Although the City does not believe that its information technology systems are at a materially greater risk of cybersecurity attacks than other similarly situated governmental entities, any such disruption, access, disclosure or other loss of information could have an adverse effect on the City's operations and financial health. Further, as cybersecurity threats continue to evolve, the City may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks.

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Climate Change Risk

There are potential risks to the State, the City and their respective financial condition that are associated with changes to the climate over time and with increases in the frequency, timing and severity of extreme weather events, causing or increasing the severity of flooding and other natural disasters. The City cannot predict how or when various climate change risks may occur, nor can it quantify the impact on the State or the City, its population or its financial condition. Over time, the costs could be significant and could have a material adverse effect on the City's finances.

Bankruptcy

The rights and remedies of the Bondholders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local governments. The various opinions of counsel to be delivered with respect to the Bonds will be similarly qualified.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludible from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the City with respect to certain material facts solely within the City's knowledge relating to the application of the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "*Issue Price*") for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public. The Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

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If the Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Bonds (the "*OID Bonds*") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the City complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Illinois Department of Revenue under Illinois income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering but at a price different from the Issue Price, or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than such Bond's stated redemption price at maturity or, in the case of an OID Bond, its Issue Price plus accreted original issue discount (the "*Revised Issue Price*"), the purchaser will be treated as having purchased such Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of such Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on such Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of such Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any

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pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any owner of a Bond who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

LEGAL MATTERS

Legal matters incidental to the authorization and issuance of the Bonds by the City are subject to the approval of Hart, Southworth & Witsman, Springfield, Illinois, Bond Counsel, whose approving opinion will be delivered with the Bonds. Certain legal matters will be passed upon for the City by Gregory E. Moredock, Corporation Counsel of the City. Certain legal matters will be passed upon for the Underwriter by Chapman and Cutler LLP, Chicago, Illinois, counsel to the Underwriter.

Bond Counsel has reviewed the statements contained in this Official Statement under the headings "DESCRIPTION OF THE BONDS" (but excluding "Sources and Uses" therein) and "TAX MATTERS" and is of the opinion that such statements insofar as they purport to summarize certain provisions of the Bonds, the Bond Ordinance and the opinion of Bond Counsel regarding the validity and tax status of the Bonds, present a fair summary of such provisions. Bond Counsel has not been requested to, and has not passed upon the correctness or sufficiency of any other statements contained in this Official Statement.

The form of opinion of Bond Counsel for the Bonds is included in APPENDIX C.

LITIGATION

No litigation is now pending or threatened against the City affecting the issuance or delivery of the Bonds, or in any way contesting the validity or enforceability of the Bonds. A "*no litigation*" certificate of the City will be included with the customary closing papers when the Bonds are delivered.

The City, like other municipalities, is involved in litigation on various matters relating principally to claims arising from contracts, personal injury, property damage, tax claims and policy conduct. Some of the cases pending against the City involve claims for substantial monies. As is true with any complex

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litigation, neither the City nor its counsel is able to predict either the eventual outcome of such litigation or its impact on City finances. These proceedings are unrelated to the Bonds, the Bond Ordinance or the security for the Bonds. The ultimate disposition of these proceedings is not determinable, but will not, in the opinion of the City, have a material adverse effect upon the Bonds, the Bond Ordinance or the security for the Bonds.

CONTINUING DISCLOSURE

The City will enter into a Continuing Disclosure Undertaking (the *"Undertaking"*) for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the *"MSRB"*) pursuant to the requirements of the Rule. No person, other than the City, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a statement of other terms of the Undertaking, including termination, amendment and remedies, are set forth in the form of the Undertaking, attached hereto as APPENDIX E.

There have been three (3) instances in the previous five years in which the City failed to comply, in all material respects, with any undertaking previously entered into by it pursuant to the Rule, to wit, (i) City, Water, Light and Power (a division of the City) audit report for fiscal year 2022 was delayed beyond 150 days and was provided on September 29, 2022, (ii) the City's annual comprehensive financial report for fiscal year 2022 was delayed beyond 210 days and was provided on October 25, 2022, and (iii) the City's annual comprehensive financial report for fiscal year 2023 was delayed beyond 210 days and was provided on October 26, 2023. A failure by the City to comply with the Undertaking will not constitute a default under the Bond Ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. The City must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

ANNUAL COMPREHENSIVE FINANCIAL REPORT

The annual comprehensive financial report of the City for the fiscal year ended February 28, 2023 (the *"2023 ACFR"*), contained in APPENDIX A, including the independent auditor's report accompanying the 2023 ACFR, have been prepared by Lauterbach & Amen, LLP, Naperville, Illinois (the *"Auditor"*), and presented to the City Council. The City has not requested the Auditor to update information contained in the 2023 ACFR nor has the City requested that the Auditor consent to the use of the 2023 ACFR in this Official Statement. Other than as expressly set forth in this Official Statement, the financial information contained in the 2023 ACFR has not been updated since the date of the 2023 ACFR. The inclusion of the 2023 ACFR in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2023 ACFR. Specific questions or inquiries relating to the financial information of the City since the date of the 2023 ACFR should be directed to Ramona M. Metzger, Director of the Office of Budget and Management.

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INDEPENDENT AUDITORS

The financial statements of the City of Springfield, Illinois as of February 28, 2023, and for the year then ended, included in APPENDIX B to this Official Statement, have been audited by Lauterbach & Amen, LLP, Naperville, Illinois, as stated in their report appearing herein.

RATING

Standard & Poor's, a division of The McGraw Hill Companies, Inc., has assigned its municipal bonds rating of "AA" (stable outlook) to the Bonds. No rating was requested from any other rating service.

Any explanation of the significance of each rating may be obtained only from said rating service. Certain information and materials concerning the Bonds, the City and overlapping agencies and entities were furnished to each rating service by the City and others. There is no assurance that such rating will be maintained for any given period of time or that the rating will not be raised, lowered or withdrawn entirely by the rating service issuing such rating, if in its judgment circumstances so warrant. Any changes in or withdrawal of such rating may have an effect on the price at which the Bonds may be resold.

UNDERWRITING

Robert W. Baird & Co. Incorporated and The Baker Group LP (collectively, the "*Underwriter*") have agreed to purchase the Bonds at an aggregated purchase price of $_____ (representing an underwriter's discount of $_____ and [net] original issue [discount][premium] of $_____), pursuant to a Bond Purchase Agreement entered into between the City and the Underwriter. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public.

The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions specified in the Bond Purchase Agreement. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter is obligated to purchase all of the Bonds if any are purchased.

MUNICIPAL ADVISOR

Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri (the "Municipal Advisor") is employed as Municipal Advisor to the City to render certain professional services, including advising the City on a plan of financing for the sale of the Bonds. Stifel, Nicolaus & Company, Incorporated, in its capacity as Municipal Advisor, has read and supervised the compilation and editing of the Official Statement. Under the terms of its engagement, the Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of, or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, other than this section. The Municipal Advisor will act as an independent advisory firm and will not be engaged in underwriting or distributing the Bonds.

The Municipal Advisor's duties, responsibilities and fees in connection with this issuance arise solely from the services for which it is engaged to perform as municipal advisor on the Bonds. Stifel's

compensation for serving as the Municipal Advisor on the Bonds is conditional on the successful closing of the Bonds.

MISCELLANEOUS

The attached Appendices are integral parts of this Official Statement and should be read together with the foregoing text.

Any statement made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, is set forth as such and not as a representation of fact, and no representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement which may have been made orally or in writing is to be construed as a contract with the owners of the Bonds.

The preparation, execution and delivery of this Official Statement has been duly authorized by the City.

CITY OF SPRINGFIELD, ILLINOIS

By _____
Mayor

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APPENDIX A

THE CITY OF SPRINGFIELD

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APPENDIX B

CITY OF SPRINGFIELD, ILLINOIS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION

Note: The financial statement presented includes only the City's basic financial statements. The combining and individual fund statements referred to in the independent auditor's report can be found in the City's audited financial statements, a copy of which may be obtained at https://emma.msrb.org/P21744780-P21339860-P21774401.pdf

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APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

(Letterhead of Bond Counsel)

[To Be Dated the Closing Date]

City of Springfield, Illinois
800 East Monroe, Room 313
Springfield, Illinois 62701

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of the $_____ General Obligation Refunding and Improvement Bonds, Series 2024 (the "*Bonds*"), of the City of Springfield, Illinois (the "*City*"), a municipal corporation and a home rule unit of the State of Illinois situated in the County of Sangamon, Illinois. The Bonds are authorized and issued pursuant to the provisions of Section 6 of Article VII of the Illinois Constitution of 1970, the Omnibus Bond Acts, 5 ILCS 70/8 as supplemented and amended, and by virtue of Ordinance No. _____ adopted by the City Council of the City on _____, 2024 together with a Bond Order of the City dated _____ (collectively, the "*Bond Ordinance*").

The Bonds mature on December 1 in each of the following years in the respective principal amount set opposite each such year, and the Bonds maturing in each such year bear interest from their date payable on June 1 and December 1 of each year commencing _____ at the respective rate of interest per annum, set forth opposite such year in the following table:

Year	Principal Amount ($)	Interest Rate (%)

[The Bonds due on December 1, _____, are subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years and in the principal amounts as follows:

Year	Principal Amount ($)
_____ *(maturity)*	_____]

[The Bonds due on or after _____, are subject to redemption prior to maturity at the option of the City as a whole or in part in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on _____, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the proceedings.]

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In our opinion, the Bonds are valid and legally binding full faith and credit general obligations of the City and the City is obligated to levy ad valorem taxes upon all the taxable property within the City for the payment of the Bonds and the interest thereon without limitation as to rate or amount. However, the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted.

It is our opinion that, subject to the City's compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the "*Code*"). Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Failure to comply with certain of such City covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds. In rendering the opinions given above, we have relied upon and assumed the material accuracy of the City's representations, statements of reasonable expectations and certifications of fact contained in the Bond Ordinance and other certificates of the City which we have not independently verified, and upon the opinion of Gregory E. Moredock, counsel to the City. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. Our opinion is given as of the date hereof and we assume no obligation to revise or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours truly,

HART, SOUTHWORTH & WITSMAN

By: _____
Mike Southworth

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APPENDIX D

BOOK-ENTRY SYSTEM

The information in this section concerning the Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry-only system has been obtained from DTC. The City and the Underwriter take no responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the City or the Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

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The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

THE INFORMATION IN THIS SECTION CONCERNING DTC AND THE DTC BOOK-ENTRY SYSTEM HAS BEEN PROVIDED BY DTC. THE CITY AND THE UNDERWRITER BELIEVE SUCH INFORMATION TO BE RELIABLE, BUT TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF. NO REPRESENTATION IS MADE BY ANY SUCH PARTY AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

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APPENDIX E

PROPOSED FORM OF
CONTINUING DISCLOSURE UNDERTAKING
FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (this *"Agreement"*) is executed and delivered by the City of Springfield, Illinois (the *"City"*), in connection with the issuance of $25,455,000 General Obligation Refunding and Improvement Bonds, Series 2024 (the *"Bonds"*). The Bonds are being issued pursuant to an ordinance adopted by the City Council of the City on the ___ day of _____, 2024 (as supplemented by a notification of sale, the *"Ordinance"*).

In consideration of the issuance of the Bonds by the City and the purchase of such Bonds by the beneficial owners thereof, the City covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the City as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means information of the type contained under the following headings and subheadings in the appendices to the Official Statement:

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CITY FINANCIAL INFORMATION

—Statement of Revenues, Expenses and Changes in Net Position Self Insurance Fund
—Statement of Net Position Self Insurance Fund
—General Fund Cash Balances and General Government Investment Balance
—General Fund Statement of Revenues, Expenditures and Changes in Fund Balance
—Balance Sheet General Fund

DEBT INFORMATION

—Direct and Overlapping General Obligation Debt
—Debt Ratios and Per Capita Debt
—Percentage of Annual Debt Service Expenditures for General Obligation Bonded Debt to Total City Expenditures
—General Obligation Bonded Debt to Assessed Value and General Obligation Bonded Debt Per Capita
— Schedule of Long-Term Debt Requirements

EQUALIZED ASSESSED VALUATION AND TAX INFORMATION

—Equalized Assessed Valuation
—Tax Rates per $100 of Assessed Valuation (Sangamon County)
—Tax Extensions and Collections
—Sales Tax Revenues
—Retailer's Occupation, Service Occupation and Use Tax

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the City prepared pursuant to the principles and as described in *Exhibit I.*

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; *provided* that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

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Official Statement means the Final Official Statement, dated August __, 2024, and relating to the Bonds.

Participating Underwriters means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II.*

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the City pursuant to Sections 4 and 5.

3. CUSIP NUMBERS. The CUSIP Numbers of the Bonds are set forth in *Exhibit III.* All filings required under this Agreement will be filed on EMMA under these CUSIP Numbers. If the Bonds are refunded after the date hereof, the City will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Bonds as a result of such refunding, to the extent the City remains legally liable for the payment of such Bonds; *provided, however,* that the City will not be required to make such filings under new CUSIP Numbers unless the City has been notified in writing by the Participating Underwriters or the City's municipal advisor that new CUSIP Numbers have been assigned to the Bonds. The City will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Bonds as a result of a holder of the Bonds obtaining a bond insurance policy or other credit enhancement with respect to some or all of the outstanding Bonds in the secondary market.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

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If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the City hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to "material" in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE CITY TO PROVIDE INFORMATION. The City shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the City by resolution authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the City, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post

office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the City shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the City shall be terminated hereunder if the City shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance.

9. FUTURE CHANGES TO THE RULE. As set forth in Section 1 of this Agreement, the City has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the City shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 7 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the City shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

10. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

11. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the City chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

12. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. RECORDKEEPING. The City shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. ASSIGNMENT. The City shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the City under this Agreement or to execute an Undertaking under the Rule.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

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CITY OF SPRINGFIELD, ILLINOIS

By: _____
Mayor

Date: _____, 2024

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EXHIBIT I
ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the City's fiscal year (currently February 28/29), beginning with the fiscal year ending February 29, 2024. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, Audited Financial Statements will be submitted to EMMA within 30 days after availability to the City.

Audited Financial Statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the City will disseminate a notice of such change as required by Section 4.

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EXHIBIT II
EVENTS WITH RESPECT TO THE BONDS FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the City*
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

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EXHIBIT III
CUSIP NUMBERS

YEAR OF MATURITY	CUSIP NUMBER
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 7/2/2024

OFFICE REQUESTING: Corporation Counsel
CONTACT PERSON: Greg Moredock
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Bond Issuance
FISCAL IMPACT: $28,000,000.00

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

SUGGESTED TITLE:

AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2024 OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, IN AN AMOUNT NOT TO EXCEED $28,000,000.00 FOR THE PURPOSE OF FINANCING COSTS OF CERTAIN CAPITAL IMPROVEMENTS WITHIN THE CITY, EQUIPMENT PURCHASES AND REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY

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

Bond Purchase Agreement
Preliminary Official Statement

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1			See	Attached		
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1			See	Attached		
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

The Mayor and City Council of the City have determined it is advisable, necessary and in the best interests of the public health, safety and welfare to acquire, construct and equip three new fire stations and other capital improvements of the City and to purchase and acquire other equipment, including all necessary connections, appurtenances, material, labor and equipment incident thereto, all in order to meet the present and projected needs of the City, to pay bond discount, bond interest, legal, financing, and administrative expenses. In order to provide the sum necessary to pay the remaining costs of the Project and Refunding, the Corporate Authorities determine that an amount not exceeding the aggregate sum of $28,000,000 be borrowed at this time and in evidence of such borrowing, General Obligation Refunding and Improvement Bonds, Series 2024 of the City in an aggregate principal amount not to exceed $28,000,000 be issued.

SIGN OFF:

_____ (Mayor's Signature) GFM

_____ (Director of OBM)

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AN ORDINANCE AUTHORIZING A PAYMENT OF $50,000.00 FOR A TOTAL NOT TO EXCEED $50,000.00 IN FY2025 AND $150,000.00 TOTAL TO CLARK BAIRD SMITH, LLP FOR CONTRACTUAL SERVICES OF A LABOR RELATIONS ATTORNEY, FOR THE OFFICE OF CORPORATION COUNSEL

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

WHEREAS, City Council previously passed Ordinance No. 374-08-23 accepting RFP #MA24-14 with Clark Baird Smith, LLP to perform contractual services of a labor relations attorney for an amount not to exceed $50,000.00; and

WHEREAS, City Council previously passed Ordinance No. 577-12-23 authorizing additional payment of $50,000.00 for a total amount not to exceed $100,000.00 in FY2024 to Clark Baird Smith, LLP to perform contractual legal services; and

WHEREAS, the Office of Corporation Counsel has received bills that exceed the limit of the above listed ordinances; and

WHEREAS, the City desires to continue utilizing Clark Baird Smith, LLP services; and

WHEREAS, the City is requesting an additional $50,000.00 for a total amount not to exceed $150,000.00 for contractual services provided under contract MA24-14; and

WHEREAS, it is now necessary for the City Council authorize an additional payment of $50,000.00, for a total amount not to exceed $150,000.00 to Clark Baird Smith, LLP for the contractual services of a labor relations attorney for the Office of Corporation Counsel; and

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

Section 1: That the City Council hereby authorizes additional payment in the amount of $50,000.00 for a total amount not to exceed $150,000.00 to Clark Baird Smith, LLP for contractual services of a labor relations attorney for the Office of Corporation Counsel.

Section 2: That the Office of Budget and Management is hereby authorized to pay the additional amount of $50,000.00 for a total amount not to exceed $150,000.00 under contract MA24-14 to Clark Baird Smith from account number 001-101-COUN-COUN-1232.

Section 3: 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:

_____ / 6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Corporation Counsel

PHONE NUMBER: 789-2393

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

FISCAL IMPACT: $50,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT OF $50,000 FOR A TOTAL NOT TO EXCEED $150,000 TO CLARK BAIRD SMITH FOR CONTRACTUAL SERVICES OF A LABOR RELATIONS ATTORNEY, FOR THE OFFICE OF CORPORATION COUNSEL

CONTRACTOR / VENDOR NAME: Clark Baird Smith LLP **VENDOR NO:** VC0000008119

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $100,000 (Original amount if change order) | 2 **Change Order #** | $50,000.00 **Additional Amount**

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☐ Other: _____
- ☐ Exception: _____
- **Code Provision:** 38.38(a)

Previous Ord #'s 577-12-23, 374-08-23

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☑

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	101	COUN	COUN	1232	$50,000.00
2						
3						
4						

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

STAFF ANALYSIS

The City previously accepted RPF #MA24-14 with Clark Baird Smith LLP for contractual services of a labor relations attorney. We have received bills that exceeds the limit of the contract. Additional payment required in the amount of $50,000 for a total not to exceed $150,000.00

FUNDS CHECK BY: Courtney Herzog **Date:** 06.26.2024

DIRECTOR / SUPERVISOR: _____ **Date:** 6/28/24

CITY PURCHASING AGENT: J Michael Terlo **Date:** 6-26-2024

SIGN OFF: _____ (Mayor's Signature) GEM

_____ 6/27/24 (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE APPROVING A MEDIATION AGREEMENT WITH ICG ILLINOIS, LLC, FOR THE OFFICE OF CORPORATION COUNSEL

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 mediator assist the City and ICG Illinois, LLC in negotiating jointly acceptable resolutions for the issues in conflict as agreed to in the parties mitigation agreement approved by ordinance 390-09-23; and

WHEREAS, the parties desire to enter into a mediation agreement with ICG Illinois, LLC, for the purposes set forth therein;

WHEREAS, it is in the best interest of the City to approve the mediation agreement with ICG Illinois, LLC as attached hereto.

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

Section 1: That the City Council hereby approves the mediation agreement as attached hereto. 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:

_____ / 6/28/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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

MEMORANDUM

TO: **Greg Moredock**

FROM: **Anthony Quinones – Central Purchasing**

DATE: **June 28, 2024**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet to ICG Illinois, LLC for services as a mediator for upcoming session in an amount not to exceed $12,500.00 for the Office of Corporation Counsel.

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

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ICG ILLINOIS, LLC,	)
	)
PETITIONER,	)
	)
VS.	)
	)
CITY OF SPRINGFIELD, ILLINOIS	)
	)
RESPONDENT.	)

MEDIATION PROCEDURES AGREEMENT

ICG Illinois, LLC (ICG), Petitioner, and City of Springfield, Illinois (City), Respondent, agree that the following principles and procedures shall be employed during the upcoming mediation session:

1. The parties shall jointly contract with Brad Bleyer, a retired Illinois Judge who conducts mediation through Bleyer Mediations, with address of PO Box 571 Marion, IL 62959, email address: bleyermediation@gmail.com (Mediator). The parties shall each pay one-half of Bleyer Mediation's charges which will be based on hourly rate of $250.00.

2. Mediation shall occur at _____ a.m. on September ____, 2024, at _____.

3. Mediation shall take place in two stages. The first stage shall be a customary mediation at which Mediator shall meet with the parties representatives and counsel and shall engage each party privately in the customary caucus procedure, in an attempt to achieve an agreement between the parties.

4. If the procedures in Paragraph 3 do not result in an agreement by 11:00a.m. of the scheduled mediation date then the Mediator shall convene the parties in a quasi-courtroom format in which the parties shall present their evidence and arguments to the Mediator for consideration and decision by Mediator. Mediator shall deliver his decision in writing addressed to the parties by their respective emails: edheller@reedheller.com for Petitioner and Gregory.Moredock@springfield.il.us for Respondent. Mediator's decision shall then be binding on both parties.

5. The legal question to be considered by the Mediator is what amount of money should be

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paid by City to ICG in response to ICG's claim that City is obligated to pay monies to ICG to mitigate the hardship ICG claims occurred, beginning in 2022, to and including June 30, 2023, pursuant to paragraph 10.6 Hardship, of Restated and Amended Contract for Sale and Purchase of Coal effective January 1, 2016 and First Amendment to Restated and Amended Contract for Sale and Purchase of Coal effective January 1, 2021.

6. The Mediator's decision shall result in a monetary award to ICG in amount not less than $510,000.00 and not more than $2,800,000.00. The awarded amount shall be paid not later than ___ days after submission of the Mediators written decision.

7. Not later than July 22, 2024, each party shall provide to the other party the following:

a) List of names of all lay persons whose testimony will be offered at mediation hearing together with that person's address, telephone number and email address and a summary of the testimony each person shall present.

b) Copy of any and all documents that the party will offer into evidence at the mediation hearing.

c) List of names of all persons the party expects to offer opinions regarding any matter involved in the dispute, together with address, telephone number, email address and curriculum vitae of the person.

8. Not later than August 7, 2024, each party shall provide the other party in writing any objections that party has to the introduction of documents into evidence by the other party, and the basis for the objection.

9. No later than August 7, 2024, each party shall provide to the other party in writing a list of any of the other party's witnesses the party wishes to depose.

10. No later than August 15, 2024, each party shall provide to the other party in writing, any opinion witness's written report setting forth opinions and the basis therefore, including but not limited to citations to any resource materials on which those opinions are based.

11. Not later than August 22, 2024, each party shall conduct telephone or zoom depositions of the persons listed in item 9 above.

12. Not later than August 30, 2024, each party shall present to Mediator written pre-hearing brief setting forth the party's statement of the case, including a summary of facts expected to be

presented, the points and authorities relied upon, copies of all documents that party intends to offer, a list of all witnesses that party intends to call for testimony and a summary of the expected testimony of each witness, and the party's argument on the issues presented. Each case cited in a party's brief shall be included with the brief.

13. Prior to hearing the parties shall attempt to resolve any objections presented. Any objections not resolved shall be considered and decided by the Mediator.

14. Prior to hearing the parties shall attempt to enter into written stipulations that would reduce hearing time.

15. It is agreed that the Independent Review of the Viper Coal Mine prepared by Energy Ventures Analysis dated June 2023 shall be entered into evidence upon submission by either party.

16. It is agreed that foundation and hearsay objections shall be waived as to all documents submitted to each other pursuant to Paragraph 7 hereinabove, except for those documents for which objections submitted pursuant to Paragraph 8 remained unresolved at time of hearing.

17. It is agreed that each party will either have present at the hearing a person who has the authority to settle the case, or will have such person standing reachable by telephone.

18. It is agreed that formal rules of trial procedure and civil practice shall be relaxed during the hearing so as to expedite the proceedings, however, each party shall have the customary right to cross-examine the other party's witnesses.

19. It is agreed that the Mediator's decision shall be final and not appealable except in the case of a party's claim of fraud by the opposing party which materially affected the decision of the Mediator.

Agreed this _____ day of July, 2024.

ICG ILLINOIS, LLC

by:_____
EDWARD J. HELLER, Its Attorney

CITY OF SPRINGFIELD, ILLINOIS

by:_____
Gregory Moredock, Corporation Counsel

2024-270

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/2/24

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Corporation Counsel

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: $12,500.00

SUGGESTED TITLE: AN ORDINANCE APPROVING A MEDIATION AGREEMENT WITH ICG ILLINOIS, LLC FOR SERVICES AS A MEDIATOR FOR AN UPCOMING MEDIATION SESSION, FOR THE OFFICE OF CORPORATION COUNSEL

CONTRACTOR / VENDOR NAME: ICG Illinois, LLC **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	001	101	COUN	COUN	1232	$12,500.00
2						
3						
4						

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

STAFF ANALYSIS

The City has identified the need to retain a mediator assist the parties in negotiating jointly acceptable resolutions for the issues in conflict. The parties desire to enter into a mediation agreement with ICG Illinois, LLC, for the purposes set forth therein.

FUNDS CHECK BY: Courtney Heinz **Date:** 06.28.2024

DIRECTOR / SUPERVISOR: **Date:** 6/28/24

CITY PURCHASING AGENT: **Date:** 6/28/2024

SIGN OFF: _____ GEM

(Mayor's Signature)

6/28/24

(Director of OBM)

The information supplied on this form is not confidential information.

2024-270

2024-271

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF SPRINGFIELD AND LOCAL UNION #193 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, FROM AUGUST 1, 2023 THROUGH JULY 31, 2026 FOR THE AUDIO-VISUAL SECTION OF THE COMMUNICATIONS DEPARTMENT AND INSPECTORS FOR THE BUILDING AND ZONING DEPARTMENT OF THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City of Springfield has been negotiating with the Local Union #193 of the International Brotherhood of Electrical Workers ("IBEW"), regarding a collective bargaining agreement for the Audio-Visual section of the Communications Department and Inspectors for the Building and Zoning Department of Public Works; and

WHEREAS, all Parties have come to an agreement effective August 1, 2023, through July 31, 2026.

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

Section 1: The City Council hereby approves the terms negotiated with the Local Union #193, IBEW, effective from August 1, 2023, through July 31, 2026, and as summarized on attached Exhibit A. The Mayor and City Clerk are authorized to execute said Agreement on behalf of the City of Springfield.

Section 2: 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:

_____ 6/28/24
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\HR\2024\Agreement\IBEW Union #193 08-01-23 thru 07-31-26.docx

2024-271

Fiscal estimate used FY24 current wage base

Trades

Fund	Department	Unit	Activity	Object	Object Name	FY24	FY25	FY26	Life of Contract
001	110	WORK	ZONE	1102	Regular Salaries	$ 523,175.80	$ 542,543.03	$ 560,353.93	$ 1,626,072.76
001	110	WORK	ZONE	1108	FICA	$ 40,022.95	$ 41,504.54	$ 42,867.08	$ 124,394.57
001	110	WORK	ZONE	1119	Sick Leave Payout Contribution	$ 5,231.76	$ 5,425.43	$ 5,603.54	$ 16,260.73
001	110	WORK	ZONE	1121	Workers' Comp Contibution	$ 5,231.76	$ 5,425.43	$ 5,603.54	$ 16,260.73
001	110	WORK	ZONE	1107	IMRF	$ 57,810.93	$ 59,951.00	$ 61,919.11	$ 179,681.04
					Totals	$ 631,473.19	$ 654,849.44	$ 676,347.19	$ 1,962,669.82

Housing

Fund	Department	Unit	Activity	Object	Object Name	FY24	FY25	FY26	Life of Contract
001	110	WORK	ZONE	1102	Regular Salaries	$ 251,633.13	$ 260,495.27	$ 271,338.29	$ 783,466.69
001	110	WORK	ZONE	1108	FICA	$ 19,249.93	$ 19,927.89	$ 20,757.38	$ 59,935.20
001	110	WORK	ZONE	1119	Sick Leave Payout Contribution	$ 2,516.33	$ 2,604.95	$ 2,713.38	$ 7,834.67
001	110	WORK	ZONE	1121	Workers' Comp Contibution	$ 2,516.33	$ 2,604.95	$ 2,713.38	$ 7,834.67
001	110	WORK	ZONE	1107	IMRF	$ 27,805.46	$ 28,784.73	$ 29,982.88	$ 86,573.07
					Totals	$ 303,721.19	$ 314,417.79	$ 327,505.32	$ 945,644.29

A/V

Fund	Department	Unit	Activity	Object	Object Name	FY24	FY25	FY26	Life of Contract
001	101	COMC	COMC	1102	Regular Salaries	$ 99,930.47	$ 103,905.35	$ 107,631.10	$ 311,466.92
001	101	COMC	COMC	1108	FICA	$ 7,644.68	$ 7,948.76	$ 8,233.78	$ 23,827.22
001	101	COMC	COMC	1119	Sick Leave Payout Contribution	$ 999.30	$ 1,039.05	$ 1,076.31	$ 3,114.67
001	101	COMC	COMC	1121	Workers' Comp Contibution	$ 999.30	$ 1,039.05	$ 1,076.31	$ 3,114.67
001	101	COMC	COMC	1107	IMRF	$ 11,042.32	$ 11,481.54	$ 11,893.24	$ 34,417.09
					Totals	$ 120,616.08	$ 125,413.76	$ 129,910.74	$ 375,940.57

Section	Description	FY24	FY25	FY26	Life of Contract Cost
Article XV	Wage Increases	$ 18,220.23	$ 32,204.25	$ 32,379.67	$ 82,804.15
Article XI	Juneteenth Holiday	$ 3,294.31	$ 3,414.44	$ 3,540.96	$ 10,249.71
Article XVI	Equipment Allowance	$ 2,100.00	$ 2,100.00	$ 2,100.00	$ 6,300.00

2024-271

Mediation between Springfield and IBEW (AV/Inspectors)

Tentative Agreements

January 12, 2024

Term of the Agreement – 8/1/23 through 7/31/26

Article IV – Union Rights

- Additional time to do union business.

Article VIII, Section 5. Over time

- Compensatory Time- Increase and carryover of compensatory time.

Article IX – Classifications and Duties

- Added Appendix A through C - Promotional Path- opportunities for promotion with certifications.

Article X – Seniority

- Probationary period – added language requiring completion of certifications.
- Added language for notice period for layoffs and recall rights by seniority in classification.

Article XI – Holidays

- Added Juneteenth.
- Eligibility for holiday pay (use of paid benefit time).

Article XV - Wages

- August 1, 2023 – 2.25%
- August 1, 2024-2.5%
- August 1, 2025-2.5%

Article XVI – General Provisions

- Residency- me-too language
- Increase in Equipment Allowance- $150 to $300 per year
- Wearing of Khaki shorts

Memorandum of Understanding regarding AV absence, tardiness and notice of flexing.

Memorandum of Agreement regarding waiver of the Paid Leave for All Workers Act.

All other provisions status quo

2024-271

APPENDIX A

MEMORANDUM OF UNDERSTANDING

Updates to Building & Zoning, and Housing Division Inspector Classifications, Required Certifications, and Promotional Path

Purpose:

To create a structure for advancement opportunities within inspector classifications. Advancement would be predicated on demonstrated mastery of required knowledge and ability to verify requirements of various conditions/situations inspectors would be expected to handle through certification and experience. The majority of certifications will be through the International Code Council (ICC), with some certifications for plumbing inspectors being through the State of Illinois.

Required certification:

Required certification may be one or a group of certifications. Where a certification is shown in **bold** this indicates it as a combination designation, which is awarded by the ICC upon completion of the certifications listed under it for the given inspector classification. Even though advanced classifications require multiple ICC certifications to achieve, the employee is only entitled to one increase which is based on the classification level they are advancing into.

If at any time an employee's required certification lapses the employee shall have 60 days to bring their required certification current or shall be demoted to the next level down until their required certification is renewed. In the event a Level 1 allows their required certification to lapse they will have 60 days to bring their required certification current or they shall forfeit their Level 1 compensation increase. Where an employee of any level classification fails to renew their required certifications within a total of 120 days from the time their required certification lapsed they shall be subject to disciplinary action up to termination.

**Plumbing inspectors hired on or before 2023 shall be exempt from obtaining the required certification for a Plumbing Inspector 1; in addition they are not eligible for the level compensation increase for a Plumbing Inspector 1 should they obtain the required certification, however, they will be eligible for the level increase for Plumbing Inspector 2 and Plumbing Inspector 3 should they meet the requirements as set forth in the Advancement section below.

Advancement:

The employee must have met all requirements for advancement before the advancement will be granted. This includes meeting the required years of service and having obtained the required certifications for that classification. Only once these requirements have been met will the employee be granted the compensation increase for the respective level being advanced into.

Level 2 requirements:
Three (3) years of service as a Level 1 of the same classification
Required certifications obtained as shown in Appendix B

Level 3 requirements:
Two (2) years of service as a Level 2 of the same classification
Required certifications obtained as shown in Appendix B

Level compensation increases:

Level 1 – $1.00 per hour, shall be granted when the employee obtains the required certification for their classification during their probationary period.

Level 2 – $1.50 per hour (refer to the advancement section above)

Level 3 – $2.00 per hour (refer to the advancement section above)

Additional certifications:

Additional certifications may be obtained to a maximum of two (2) additional certifications at $0.50 per hour increase for each certification. All certifications listed under the required certifications column of Appendix B will qualify as an additional certification so long as the certification is for a higher level of classification from that which is currently held by the employee and aside from those certifications already held by the employee, or of a classification different from that which is currently held by the employee.

Modules will not be counted as additional certifications, as the ICC does not allow for modules to be renewed.

Should an employee obtain a certification which is required for an advanced level of the same classification which they currently hold the employee shall be granted the compensation increase for an additional certification if they do not currently meet the other requirements for the advanced level and have not surpassed the maximum allowable number of additional certifications eligible for a compensation increase. At which point the employee meets the requirements for the next level advancement and have not surpassed the maximum allowable number of additional certifications eligible for a compensation increase they will be grant an increase in compensation between the respective level increase and that of the current increase they have for their additional certification. The certification which is now being counted towards the required certification for the new level of the employee will no longer count towards the maximum number of additional certifications held by the employee.

Agreed:

Misty Buscher	Date_____	Business Representative	Date_____
Mayor, City of Springfield		IBEW Local Union No. 193	

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APPENDIX B
INSPECTOR CERTIFICATIONS

Inspector Classification	Required Certification	Additional Certifications
Housing Inspector 1	ICC Property Maintenance and Housing Inspector	**This column applies to all inspector classifications unless noted otherwise** All certifications listed under the required certifications column of Appendix B will qualify as an additional certification so long as the certification is for a higher level of classification from that which is currently held by the employee and aside from those certifications already held by the employee, or of a classification different from that which is currently held by the employee. ICC Disaster Response CLA ICC Commercial Energy Inspector ICC Commercial Energy Plans Examiner ICC Residential Energy Inspector/Plans Examiner State of Illinois Cross-Connection Control Device Inspector – Plumbing Inspectors only Any other certification approved by the unit supervisor and department director.
Zoning Inspector 1	ICC Zoning Inspector	
Housing and Zoning Inspector 2	ICC Property Maintenance and Housing Inspector ICC Zoning Inspector	
Housing and Zoning Inspector 3	**ICC Housing and Zoning Code Specialist:** ICC Residential Building Inspector ICC Property Maintenance and Housing Inspector ICC Zoning Inspector ICC Code Specialist Module	
Building Inspector 1	ICC Residential Building Inspector ***-OR-*** ICC Commercial Building Inspector	
Building Inspector 2	**ICC Building Inspector:** ICC Residential Building Inspector ICC Commercial Building Inspector	
Building Inspector 3	**ICC Building Code Specialist:** ICC Residential Building Inspector ICC Commercial Building Inspector ICC Building Plans Examiner ICC Code Specialist Module	
Electrical Inspector 1	ICC Residential Electrical Inspector ***-OR-*** ICC Commercial Electrical Inspector	
Electrical Inspector 2	**ICC Electrical Inspector:** ICC Residential Electrical Inspector ICC Commercial Electrical Inspector	
Electrical Inspector 3	**ICC Electrical Code Specialist:**	

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	ICC Residential Electrical Inspector ICC Commercial Electrical Inspector ICC Electrical Plans Examiner ICC Code Specialist Module	
Mechanical Inspector 1	ICC Residential Mechanical Inspector ***-OR-*** ICC Commercial Mechanical Inspector	
Mechanical Inspector 2	**ICC Mechanical Inspector:** ICC Residential Mechanical Inspector ICC Commercial Mechanical Inspector	
Mechanical Inspector 3	**ICC Mechanical Code Specialist:** ICC Residential Mechanical Inspector ICC Commercial Mechanical Inspector ICC Mechanical Plans Examiner ICC Code Specialist Module	
Plumbing Inspector 1**	ICC Residential Plumbing Inspector ***-OR-*** ICC Commercial Plumbing Inspector	
Plumbing Inspector 2	**ICC Plumbing Inspector:** ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector	
Plumbing Inspector 3	**ICC Plumbing Code Specialist:** ICC Residential Plumbing Inspector ICC Commercial Plumbing Inspector ICC Plumbing Plans Examiner ICC Code Specialist Module	

APPENDIX C

CLASSIFICATIONS AND DUTIES

Title: Zoning Inspector I

Under direction, inspects and evaluates setbacks, easements, and new fence, sign and pool installations, alterations, and repair on public and private property for compliance with city zoning codes.

Requirements:

Requires possession of the International Code Council (ICC) Zoning Inspector certification within the first 12 months of employment.

Sample Duties:

1. Inspects all new fence installations, repairs, and alterations on public or private properties ensuring the work conforms to the City codes and ordinances.
2. Investigates complaints and prepares inspectional reports to summarize and describe the general conditions of the problem.
3. Maintains a detailed daily written record of inspections performed; Prepares written reports relative to the status of field inspections, maintains appropriate records of inspections, permits, reports, photographs, mileage, and other inquiries.
4. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
5. Advises, recommends, and answers inquiries in person at the request of property owners, contractors, government officials, and the general public; confers with property owners, property agents, and the general public on problems and methods required for compliance with applicable laws and ordinances.
6. Performs related work and other duties as required or assigned.

Title: Housing Inspector I

Under direction, performs routine work in completing inspections and investigations to determine the degree of compliance with applicable laws, rules and regulations as they relate to housing and property maintenance issues; prepares activity reports and records; and offers guidance to property owners and residents on proper practices and improvements to ensure continued compliance.

Requirements:

Requires possession of the International Code Council (ICC) Property Maintenance Inspector certification within the first 12 months of employment.

Sample Duties:

1. Assists in and performs routine housing inspections (e.g., property maintenance, garbage disposal, trash, junk cars, weeds, and unkempt lots) to enforce compliance with requirements as set forth in municipal ordinances governing particular facilities.
2. Prepares activity reports and records of inspections and related correspondence.
3. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
4. Confers with property owners, property agents, and the public in problems and methods required for compliance with applicable laws and ordinances.
5. Generates violation reports and citations for minor zoning violations which are easily identifiable including but not limited to items such as: vehicles parked on unpaved surfaces and other violations as deemed appropriate by the Zoning Administrator and Housing Division Manager.
6. Performs other duties as required or assigned.

Title: Housing and Zoning Inspector II

Under direction, performs field investigations and inspections of facilities and properties to ensure compliance with applicable laws, rules, ordinances and regulations as they relate to housing and property maintenance issues. Inspects and evaluates new fences, alterations, and repair on public and private property for compliance with city zoning codes.

Requirements

Must have successfully performed all of the job duties of a Housing or Zoning Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Property Maintenance and Housing Inspector certification and the ICC Zoning Inspector certification.

Sample Duties:

1. Assists and performs routine housing inspections (e.g. property maintenance, waste disposal, trash, junk cars, weeds, and unkept lots) to enforce compliance with requirements as set forth in municipal ordinances governing particular facilities. Inspects all new fence, repairs, and alterations on public or private properties ensuring the work conforms to the City codes and ordinances; assists in plan review for fence and sign permits.
2. Investigates complaints and prepares inspectional reports to summarize and describe the general conditions of the problem.
3. Maintains a detailed daily written record of inspections performed; prepares activity reports and records of inspections and related correspondence.
4. Assists with collection and preparation of data and other documentary evidence for use in prosecution of cases of non-compliance; appears and testifies at informal hearings and legal proceedings.
5. Advises, recommends, and answers inquiries in person at the request of property owners, contractors, government officials, and the general public; confers with property owners, property agents, and the general public on problems and methods required for compliance with applicable laws and ordinances.

6. Performs related work and other duties as required or assigned.

Title: Housing and Zoning Inspector III

Under direction, performs complex field investigations and inspections of facilities and properties to ensure compliance with applicable laws, rules, ordinances and regulations as they relate to housing and property maintenance issues; prepares activity reports and records. Instructs and offers guidance to zoning personnel on proper practices and improvements to ensure continued compliance; serves as team leader for lower-level inspectors.

Requirements:

Must have successfully performed all of the job duties of a Housing and Zoning Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Housing and Zoning Code Specialist certification which consists of the following certifications; the ICC Residential Building Inspector certification, the ICC Property Maintenance and Housing certification, the ICC Zoning Inspector certification and the ICC Code Specialist Module.

Sample Duties:

1. Conducts complex housing and zoning inspections to enforce compliance with municipal ordinances governing particular facilities; confers with, advises and instructs property owners or agents, operators and representatives on same; encourages voluntary compliance; and advises them on the nature of violations or explains City code provisions.
2. Receives and responds to a wide variety of complaints regarding hazards or potential hazards to the public health within the municipality; investigates complaints (property maintenance, garbage disposal, trash, abandoned vehicles, weeds, unkempt lots, site and right of way obstructions and zoning matters); and communicates with sources of complaints regarding result of investigations and the resultant actions.
3. Prepares activity reports and records of investigations and related correspondence; prepares and maintains technical records of activities; prepares reports of field inspections and investigations.
4. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations; and appears and testifies at informal and legal proceedings. Assists legal authorities to identify structures for demolition and preparing documentation for the demolition of properties.
5. Serves as a team leader and trains Housing & Zoning Inspectors on zoning and housing matters and procedures; may assist in large or highly complex zoning and housing inspections; evaluates and performs inspections for zoning cases.
6. Performs related work and other duties as required or assigned.

Title: Building Inspector I

Under direction, reviews and approves permit applications; inspects and evaluates new building construction, alterations, and repair of public and private buildings for compliance with City building codes; and enforces codes in areas of non-compliance.

Requirements:

Requires possession of the International Code Council (ICC) Residential Building or Commercial Building Inspector certification within the first 12 months of employment. Building Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

Sample Duties:

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs related work and other duties as required or assigned.

Title: Building Inspector II

Under direction, reviews and approves permit applications; inspects and evaluates new building construction, alterations, and repair of public and private buildings for compliance with City building codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of a Building Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Building Inspector certification which consists of the ICC Residential Building Inspector certification and the ICC Commercial Building Inspector certification.

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Sample Duties:

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs related work and other duties as required or assigned.

Title: Building Inspector III

Under direction, performs complex inspections and evalutes new building construction, alterations, and repair of public and private building for compliance with City building codes; and enforces codes in areas of non-compliance; and reviews and approves permit applications. Serves as team leader for lower-level inspectors; instructs and offers guidance on proper practices and improvements to ensure continued compliance.

Requirements:

Must have successfully performed all of the job duties of a Building Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Building Code Specialist certification which consists of the following certifications; the ICC Residential Building Inspector certification, the ICC Commercial Building Inspector certification, the ICC Building Plans Examiner certification and the ICC Code Specialist Module.

Sample Duties:

1. Inspects all new building construction, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for building permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Building Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex building inspections.
9. Performs related work and other duties as required or assigned.

Title: Electrical Inspector I

Under direction, reviews and approves permit applications; inspects and evaluates new electrical installations, alterations, and repair in public and private buildings for compliance with City electrical codes; and enforces codes in areas of non-compliance.

Requirements:

Requires possession of the International Code Council (ICC) Residential Electrical Inspector certification or Commercial Electrical Inspector certification within the first 12 months of employment. Electrical Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

Sample Duties:

1. Inspects all new electrical installations, repairs, and alterations in buildings or structures, assuring the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City electrical codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs related work and other duties as required or assigned.

Title: Electrical Inspector II

Under direction, reviews and approves permit applications; inspects and evaluates new electrical installations, alterations, and repair in public and private buildings for compliance with City electrical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of an Electrical Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Electrical Inspector certification which consists of the ICC Residential Electrical Inspector certification and the ICC Commercial Electrical Inspector certification.

Sample Duties:

1. Inspects all new electrical installations, repairs, and alterations in buildings or structures, assuring the work conforms to the City codes and ordinances. Issues stop work orders for

violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.

2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City electrical codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs related work and other duties as required or assigned.

Title: Electrical Inspector III

Under direction, performs complex inspections and evalutes new electrical installations, alterations, and repair of public and private building for compliance with City electrical codes; and enforces codes in areas of non-compliance; and reviews and approves permit applications. Serves as team leader for lower-level inspectors; instructs and offers guidance on proper practices and improvements to ensure continued compliance.

Requirements:

Must have successfully performed all of the job duties of an Electrical Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Electrical Code Specialist certification which consists of the following certifications; the ICC Residential Electrical Inspector certification, the ICC Commercial Electrical Inspector certification, the ICC Electrical Plans Examiner certification and the ICC Code Specialist Module.

Sample Duties:

1. Inspects all new electrical installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations

of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.

2. Reviews applications for electrical permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Electrical Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex electrical inspections.
9. Performs related work and other duties as required or assigned.

Title: Mechanical Inspector I

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance.

Requirements:

Requires possession of the International Code Council (ICC) Residential Mechanical Inspector certification or Commercial Mechanical Inspector certification within the first 12 months of employment. Mechanical Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

Sample Duties:

1. Inspects all new mechanical installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.

2. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
3. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City mechanical codes and ordinances and approves permit applications as appropriate.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs other duties as required or assigned.

Title: Mechanical Inspector II

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of a Mechanical Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Mechanical Inspector certification which consists of the ICC Residential Mechanical Inspector certification and the ICC Commercial Mechanical Inspector certification.

Sample Duties:

1. Inspects all new mechanical installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.

3. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City mechanical codes and ordinances and approves permit applications as appropriate.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs other duties as required or assigned.

Title: Mechanical Inspector III

Under direction, reviews and approves permit applications; inspects and evaluates new mechanical installations, alterations, and repair in public and private buildings for compliance with City mechanical codes; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of a Mechanical Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Mechanical Code Specialist certification which consists of the following certifications; the ICC Residential Mechanical Inspector certification, the ICC Commercial Mechanical Inspector certification, the ICC Mechanical Plans Examiner certification and the ICC Code Specialist Module.

Sample Duties:

1. Inspects all new mechanical installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City building codes and ordinances and approves permit applications as appropriate.
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field

inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.

4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Mechanical Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex mechanical inspections.
9. Performs related work and other duties as required or assigned.

Title: Plumbing Inspector I

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code; and enforces codes in areas of non-compliance.

Requirements:

Requires possession of the State of Illinois Plumbing Inspector Certification and the International Code Council (ICC) Residential Plumbing Inspector certification or Commercial Plumbing Inspector certification within the first 12 months of employment. The ICC Plumbing Inspector certification shall be commercial or residential as specified by the City of Springfield, Illinois.

Sample Duties:

1. Inspects all new plumbing installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for plumbing permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections,

issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.

4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.
5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required.
8. Performs other duties as required or assigned.

Title: Plumbing Inspector II

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code; and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of a Plumbing Inspector I for a minimum of three (3) years. Requires possession of the International Code Council (ICC) Plumbing Inspector certification which consists of the ICC Residential Plumbing Inspector certification and the ICC Commercial Plumbing Inspector certification. Requires possession of the State of Illinois Plumbing Inspector Certification.

Sample Duties:

1. Inspects all new plumbing installations, repairs, and alterations in buildings or structures, assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for plumbing permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate
3. Maintains a detailed daily record of inspections performed, corrective actions taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspections, permits, reports, and other inquiries.
4. Investigates complaints, identifies the extent and nature of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects

existing buildings to determine if unsafe or dangerous conditions exist relating to the installation and the type of structure.

5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Performs other duties as required or assigned.

Title: Plumbing Inspector III

Under direction, reviews and approves permit applications; inspects and evaluates new plumbing installations, alterations, and repair in public and private buildings for compliance with City plumbing ordinances and state plumbing code, and enforces codes in areas of non-compliance; may perform duties on both residential and commercial properties.

Requirements:

Must have successfully performed all of the job duties of a Plumbing Inspector II for a minimum of two (2) years. Requires possession of the International Code Council (ICC) Plumbing Code Specialist certification which consists of the following certifications; the ICC Residential Plumbing Inspector certification, the ICC Commercial Plumbing Inspector certification, the ICC Plumbing Plans Examiner certification and the ICC Code Specialist Module. Requires possession of the State of Illinois Plumbing Inspector Certification.

Sample Duties:

1. Inspects all new plumbing installations, repairs, and alterations of buildings or structures assuring that the work conforms to the City codes and ordinances. Issues stop work orders for violations of codes and ordinances and confers with engineers, architects, and contractors on corrective measures.
2. Reviews applications for mechanical permits and assists in evaluating plans, specifications, and other related documents for compliance with City plumbing ordinances and state plumbing code and approves permit applications as appropriate
3. Maintains a detailed daily written record of inspections performed, corrective action taken, and any other follow-up work needed. Prepares written reports relative to the status of field inspections, issues notices to correct violations and maintains appropriate record of the inspection, permits, reports, and other inquiries.
4. Investigates complaints, identifies the nature and extent of the problem, and prepares inspectional reports to summarize and describe the general conditions of the problem. Inspects

existing buildings to determine if unsafe or dangerous conditions exist relating to the type of structure and the use.

5. Attends staff meetings and departmental meetings to keep abreast of the current problems and technical principles related to code enforcement. Conducts or otherwise participates in training sessions to give or obtain further knowledge of the profession.
6. Advises, recommends, and answers questions both in person and on the telephone at the request of property owners, contractors, architects, engineers, developers, attorneys, government officials, and the general public.
7. Initiates legal action against violators who refuse to comply with the City's codes and ordinances, maintains contact with the City's legal department, and appears in court as required. Assists legal authorities with related responsibilities as requested; assists with collection and preparation of data and other documentary evidence for use in prosecution of violations.
8. Serves as a team leader and trains Plumbing Inspectors on permitting, inspections, and code compliance matters and procedures; may assist in large or highly complex plumbing inspections.
9. Performs related work and other duties as required or assigned.

Title: Audio-Visual Technician I

Under general supervision of Audio-Visual personnel, will within one year be able to perform all duties of Audio-Visual Techncian II.

Requirements and Sample Duties:

1. Will be evaluated on a quarterly basis.
2. Will be proficient in all aspects of Municipal Access Channel and Access 4 while in the City's control.
3. Performs other duties as required or assigned.

Title: Audio-Visual Technician II

Under direct supervision, participates in the operation of the Springfield Municipal Channel 18 and Access 4, including inter-agency cooperation in all Audio-Visual and Public Information areas.

Requirements:

Must be proficient and skilled with a camera and photographic techniques
Must be proficient in all operation shooting live and taped productions.
Must be proficient in the operation of consoles, computers, character generators, music and audio sections of the Municipal Channel 18 and Access 4 and their associated areas.
Requires knowledge of creating DVD and videotape copies.

Sample Duties:

1. Maintains the video library for production and air.
2. Maintains maintenance and repairs of all departmental equipment.
3. Performs all duties of the Audio-Visual Technician III in their absence.
4. Performs other duties as required or assigned.

Title: Audio-Visual Technician III

Under general supervision, operates, installs and maintains video, audio, and other equipment associated with the City of Springfield's television and internet broadcasting of the Springfield Municipal Channel 18 and Access 4, including inter-agency cooperation in all Audio-Visual and Public Information areas.

Requirements:

Must have successfully performed all of the job duties of an Audio-Visual Technician II for a minimum of two (2) years or shall possess the equivalent education and/or experience necessary to be proficient as an Audio-Visual Technician III.

Sample Duties:

1. Performs video, audio and photography recording utilizing broadcast, ENG cameras and audio devices, and other recording devices.
2. Performs audio-visual post-production editing for City programs and projects.
3. Executes engineering, master control, programming and overall maintenance duties for all broadcast systems and operations.
4. Programs shows for broadcast on Municipal Channel 18, Community Access Channel 4, City websites, and social media platforms.
5. Performs technical direction and recording of the City's live broadcasts of meetings and other events, usually on Tuesday evenings.
6. Manages loaner equipment inventory, equipment processing, scheduling and coordination with Community Producers for temporary use of community-assigned equipment.
7. Maintains records and submits daily work reports with scope of work, equipment used and follow ups as well as the time spent on individual assignments.
8. Utilizes strong customer service skills to interact with community producers and the public.
9. Cleans and dusts equipment, studio, control room and all other work environments to maintain clean work stations.
10. Performs other duties as required or assigned.

2024-271

ORDINANCE FACT SHEET

DATE OF 1st READING: 6/18/2024

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

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

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND LOCAL UNION #193 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, FROM AUGUST 1, 2023 THROUGH JULY 31, 2026 FOR

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 8/1/2023 - 7/31/2026 **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		See attached				
3						
4						

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

Contract summary of changes and fiscal impact review.

STAFF ANALYSIS

FUNDS CHECK BY: _____ **Date:** 6/28/24

DIRECTOR / SUPERVISOR: _____ **Date:** 6/28/24

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____ 6/28/24

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

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