CITY COUNCIL AGENDA

SPRINGFIELD CITY COUNCIL MEETING
Tuesday, March 3, 2015, 5:30 P.M.

J. MICHAEL HOUSTON
MAYOR

CECILIA K. TUMULTY
CITY CLERK

JAMES O. LANGFELDER
CITY TREASURER

ALDERMEN

WARD 1	FRANK EDWARDS	**WARD 6**	CORY JOBE
WARD 2	GAIL SIMPSON	**WARD 7**	JOE MCMENAMIN
WARD 3	DORIS TURNER	**WARD 8**	KRIS THEILEN
WARD 4	FRANK LESKO	**WARD 9**	STEVE DOVE
WARD 5	SAM CAHNMAN	**WARD 10**	JIM MCDONOUGH

ORDER OF BUSINESS

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Proclamations**
4. **Presentations**
5. **Approval of the City Council Minutes**
6. **Consent Agenda**
7. **Ordinances Tabled or Remaining In Committee**
8. **Debate Agenda**
9. **Ordinances on First Reading**
10. **Unfinished Business**
11. **New Business**
12. **Citizens Request to Address Council**
13. **Executive Session**
14. **Adjournment**

CONSENT AGENDA

2015-054 AN ORDINANCE AUTHORIZING PAYMENT OF $60,000.00 TO SETTLE CIRCUIT COURT CASE 2014-L-0058, *BILLIE JO FRIDAY v. CITY OF SPRINGFIELD and TERRI A. RUSH* **(Requested by Mayor J. Michael Houston)**

2015-055 AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT CS13-10-51 THROUGH APRIL 1, 2016, WITH ALLIED WASTE SERVICES OF SANGAMON COUNTY D/B/A REPUBLIC SERVICES AND AUTHORIZING AN ADDITIONAL $143,554.00 FOR A TOTAL AMOUNT NOT TO EXCEED $430,662.00 FOR WASTE HAULING SERVICES USING SINGLE STREAM RECYCLING FOR THE OFFICE OF BUDGET AND MANAGEMENT **(Requested by Mayor J. Michael Houston)**

2015-056 AN ORDINANCE AUTHORIZING PAYMENT TO BRIAN KRAMP, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, TO SETTLE WORKERS' COMPENSATION CLAIMS FOR CASE NUMBERS 13-WC-26594, 13-WC-26598 AND 13-WC-26650 **(Requested by Mayor J. Michael Houston)**

2015-057 AN ORDINANCE AUTHORIZING PAYMENT TO STEVEN BERGAE, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-11607 **(Requested by Mayor J. Michael Houston)**

2015-058 AN ORDINANCE AUTHORIZING CHANGE ORDER #1 WITH PLOCHER CONSTRUCTION COMPANY, INC. FOR UW14-06-33 – CLARIFIER NUMBER 3 UPGRADE, FOR A DECREASE IN CONTRACT PRICE AND INCREASE IN TIME FOR PERFORMANCE FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-059 AN ORDINANCE AMENDING ORDINANCE NUMBER 409-12-14 REGARDING AN AGREEMENT WITH EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. FOR WESTINGHOUSE DISTRIBUTIVE PROCESS FAMILY AND OVATION CONTROL SUPPORT, BY REDUCING THE AMOUNT TO $450,387.00 AND RE-ALLOCATING THE SPLIT BETWEEN THE ELECTRIC AND WATER FUNDS FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-060 AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH BUNN-O-MATIC CORPORATION FOR 5020 ASH GROVE DRIVE FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-061 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF $78,122.50 FOR THE SILVER ROD DRIVE SEWER REPAIR PROJECT AND SURFACE DRAINAGE IMPROVEMENTS, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-062 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH F.O.S. INDUSTRIAL FILTER TECHNOLOGY, INC. FOR FILTER BAG CLEANING ON UNIT 4 IN AN AMOUNT NOT TO EXCEED $157,040.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested By Mayor J. Michael Houston)**

ORDINANCES AND RESOLUTIONS TABLED OR REMAINING IN COMMITTEE

2012-123 AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.44 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO WRITTEN EVIDENCE OF AGE AND IDENTITY **(Requested By Alderman Sam Cahnman) (Remains In Committee 3/12/13)**

2013-174 AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.002, AND CHAPTER 36, SECTION 36.05(C) OF THE 1988 CITY OF SPRINGFIELD, CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RESIDENCY REQUIREMENTS FOR APPOINTMENTS TO BOARDS AND COMMISSIONS **(Requested by Alderman Gail Simpson) (Remains in Committee 5/14/13)**

2013-397 AN ORDINANCE AMENDING CHAPTER 36 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, REGARDING WHISTLEBLOWING FOR THE OFFICE OF HUMAN RESOURCES **(Requested by Mayor J. Michael Houston) (Tabled 10/29/13)**

2014-085 AN ORDINANCE AMENDING THE SPRINGFIELD CITY CODE OF ORDINANCES, 1988, AS AMENDED, PERTAINING TO APPOINTMENT OF PERSONS SUBORDINATE TO THE DIRECTOR OF A DEPARTMENT OR OTHER BODY **(Requested by Alderman Sam Cahnman) (Remains in Committee 2/25/14)**

2014-293 AN ORDINANCE ESTABLISHING A MACARTHUR BOULEVARD CORRIDOR TAX INCREMENT FINANCE ADVISORY GROUP **(Requested by Alderman Joe McMenamin) (Remains in Committee 8/12/14)**

2015-044 AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.157(l) PERTAINING TO RESTRICTION OF ACCESS IN 487 KOKE MILL ROAD CITY MINOR SUBDIVISION LOCATED NORTH OF WASHINGTON STREET, SOUTH OF JEFFERSON STREET AND NEAR THE INTERSECTION OF NORTH KOKE MILL AND BLUFF ROAD, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston) (Remains in Committee 2/10/15)**

2015-051 A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO SECTION 155.188 IN CHAPTER 155 REGARDING REVOCATION OF CONDITIONAL PERMITTED USES **(Requested by Alderman Sam Cahnman) (Remains in Committee 2/10/15)**

DEBATE AGENDA

2013-376 AN ORDINANCE AMENDING CHAPTER 32, SECTION 32.06 OF THE 1988 SPRINGFIELD CITY CODE OF ORDINANCES, AS AMENDED, PERTAINING TO POWERS AND DUTIES OF THE MAYOR REGARDING EXECUTIVE ORDERS **(Requested by Alderman Sam Cahnman and Alderman Joe McMenamin)**

ORDINANCES & RESOLUTIONS ON FIRST READING ASSIGNED TO COMMITTEE OF THE WHOLE

2015-063 A RESOLUTION AUTHORIZING THE RELEASE OF THE MINUTES AND AUDIO RECORDING OF THE MAY 7, 2013, EXECUTIVE SESSION OF THE SPRINGFIELD CITY COUNCIL **(Requested by the Members of the City Council)**

2015-064 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NOLL LAW OFFICE, LLC, FOR LEGAL SERVICES REGARDING U.S. DISTRICT COURT CASE NO. 2008-CV-3302, *JAMES WELLS v. JEFF COKER, et al.,* AND AUTHORIZING PAYMENT OF AN AMOUNT NOT TO EXCEED $50,000.00 **(Requested by Mayor J. Michael Houston)**

2015-065 AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NOLL LAW OFFICE, LLC TO REPRESENT THE CITY OF SPRINGFIELD IN THE CASE OF *CALVIN CHRISTIAN III v. CITY OF SPRINGFIELD* (2013 MR-341) IN AN AMOUNT NOT TO EXCEED $42,000.00 **(Requested by Mayor J. Michael Houston)**

2015-066 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVINGSTONE, MUELLER, O'BRIEN & DAVLIN, P.C. TO DEFEND WORKERS'

COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2015, THROUGH FEBRUARY 29, 2016, FOR A TOTAL AMOUNT NOT TO EXCEED $150,000.00 **(Requested by Mayor J. Michael Houston)**

2015-067 AN ORDINANCE AUTHORIZING PAYMENT TO MICHAEL DOZIER, A CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-26848 **(Requested by Mayor J. Michael Houston)**

2015-068 AN ORDINANCE AUTHORIZING PAYMENT TO DONALD RICHARDSON, A CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-000907 **(Requested by Mayor J. Michael Houston)**

2015-069 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-08-47 – STORAGE AREA AND VIRTUAL INFRASTRUCTURE WITH SENTINEL TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $277,625.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-070 AN ORDINANCE AUTHORIZING CHANGE ORDER #1 AND ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED $185,000.00 UNDER CONTRACT NO. UE13-10-58 WITH GRAYCOR BLASTING COMPANY INC. FOR EXPLOSIVE DESLAGGING AT DALLMAN GENERATING FACILITIES FOR A TOTAL AMOUNT PAYABLE OF $635,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-071 AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $200,000.00 UNDER CONTRACT NO. UW14-02-92 – DUCTILE IRON WITH AMERICAN CAST IRON PIPE COMPANY IN A TOTAL AMOUNT NOT TO EXCEED $1,060,273.28 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-072 AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION UNDER CONTRACT NO. UW10-01-92 WITH HD SUPPLY WATERWORKS, LTD. FOR THE PURCHASE OF FIRE HYDRANTS FOR A TOTAL AMOUNT NOT TO EXCEED $1,743,110.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-073 AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF FUNDS WITH THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD REGARDING WATER MAIN INSTALLATION FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-074 AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT FOR 4121 GREENBERRY ROAD (SITE 95) FOR THE CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-075 AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH, AND PAYMENT OF AN AMOUNT NOT TO EXCEED $75,000.00 TO, RAYMOND L. BROCCARDO FOR CONSULTING SERVICES AND DIRECT SALES EFFORTS PERTAINING TO INTERMENT RIGHTS FOR CEMETERY SPACES OFFERED BY OAK RIDGE CEMETERY, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-076 AN ORDINANCE AMENDING ORDINANCE 430-12-13 TO CORRECT AN ACCOUNT LINE FOR PAYMENT TO CRAWFORD, MURPHY & TILLY, INC., FOR A SANITARY SEWER SYSTEM ALTERNATIVES ANALYSIS AND DRAINAGE INVESTIGATION IN THE NORTHEAST AREA OF SPRINGFIELD **(Requested by Mayor J. Michael Houston)**

2015-077 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 15-01-82 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE 2016 BITUMINOUS OVERLAY PROGRAM IN AN AMOUNT NOT TO EXCEED $9,743,788.07, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-078 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 15-01-82 WITH P.H. BROUGHTON & SONS, INC. TO FURNISH CONSTRUCTION ON THE 2016 BITUMINOUS OVERLAY PROGRAM IN AN AMOUNT NOT TO EXCEED $10,104,698.37, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-079 AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-83 WITH WAS CONSTRUCTION COMPANY FOR THE 2016 SIDEWALK PROGRAM IN AN AMOUNT NOT TO EXCEED $1,204,846.55 FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-080 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-83 WITH OTTO BAUM COMPANY, INC. FOR THE 2016 SIDEWALK PROGRAM IN AN AMOUNT NOT TO EXCEED $1,396,499.25, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-081 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-84 WITH SANGAMO CONSTRUCTION COMPANY FOR THE SOUTH STATE STREET ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $299,395.27 FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-082 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-91 WITH OTTO BAUM COMPANY, INC. FOR THE 2016 BRICK STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED $2,162,770.75, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-083 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW 15-12-73 WITH PETERSBURG PLUMBING & EXCAVATING, LLC FOR THE CONSTRUCTION OF THE WILLIAMS PLACE SEWER PROJECT, IN AN AMOUNT NOT TO EXCEED $224,660.00, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-084 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW 15-01-86 WITH INSTITUFORM TECHNOLOGIES, INC. FOR THE CONSTRUCTION OF SEWER REPAIR AND CIPP PROJECT IN AN AMOUNT NOT TO EXCEED $2,742,309.50, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

UNFINISHED BUSINESS

NEW BUSINESS

CITIZEN REQUESTS TO ADDRESS CITY COUNCIL

EXECUTIVE SESSION

ADJOURNMENT

Cecilia K. Tumulty

Cecilia K. Tumulty
City Clerk

City Council Rules and Procedure:

Rule 8.1. Addressing the Council. Any person desiring to address the Council shall first be recognized by the presiding officer. Except for zoning matters and emergency ordinances, all requests by members of the public to address the Council during the Council's consideration of "Ordinances and resolutions - final action," shall be made to the Clerk in writing with the subject matter stated, not less than one (1) working day before the next scheduled Council meeting. Persons addressing the Council shall limit their statements to five minutes unless further time is granted by the presiding officer. This Rule shall not apply to officers and employees of the City of Springfield, Illinois. Any other comments by the public pertaining to City business shall be made during the Council's Order of Business under "Public forum addressing City business."

Ordinances on the Consent Agenda

March 3, 2015

AN ORDINANCE AUTHORIZING PAYMENT OF $60,000.00 TO SETTLE CIRCUIT COURT CASE 2014-L-0058, *BILLIE JO FRIDAY v. CITY OF SPRINGFIELD and TERRI A. RUSH*

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, on June 20, 2013, Billie Jo Friday was driving a 2004 Ford Explorer and Terri Rush was driving a 2005 Jeep Liberty owned by the City and they collided at the intersection of Madison and 11th Streets; and

WHEREAS, Billie Jo Friday filed a lawsuit in Sangamon County Circuit Court for case number 2014-L-0058, *Billie Jo Friday v. City of Springfield and Terri A. Rush*; and

WHEREAS, Ms. Friday is willing to settle this lawsuit with the City and Terri A. Rush in the total amount of $60,000.00; and

WHEREAS, it is in the best interest of the City to approve settlement of this case.

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

Section 1: That the City Council hereby authorizes settlement of Sangamon County Circuit Court case number 2014-L-0058, *Billie Jo Friday v. City of Springfield and Terri A. Rush,* regarding an accident involving a City-owned vehicle on June 20, 2013, at the intersection of Madison and 11th Streets. The Mayor and 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 to Dr. Edward Trudeau (VC0000004508) in the amount of $2,548.00, Medicaid/IDHFS(VC0000004509) in the amount of $1,595.06 and to Billie Jo Friday and Becker, Schroader & Chapman, P.C. (VC0000004505) in the amount of $55,856.94, for a total amount not to exceed $60,000.00 from account number 074-107-BMGT-LIAB-2220 in accordance with the terms of the settlement agreement for Sangamon County Circuit Court case number 2014-L-0058.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ________________, 2015

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Mayor J. Michael Houston

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
Todd Greenburg / 2/11/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE (hereinafter referred to as the "Agreement") is made and entered into by and between THE CITY OF SPRINGFIELD, TERRI RUSH and BILLIE JO FRIDAY.

RECITALS:

A. On or about June 20, 2013, an automobile accident occurred in Springfield, Illinois at the intersection of Madison Street and 11th Street.

B. Billie Jo Friday, was the driver of one of the vehicles involved in the collision, a 2004 Ford Explorer.

C. Springfield employee, Terri Rush, was operating the other vehicle, a Springfield City, Water, Light and Power vehicle, that was involved in the automobile accident.

D. With neither party admitting liability, the parties have reached the following agreement:

COVENANTS:

NOW COME, THEREFORE, in consideration of the mutual promises and covenants as herein contained, the parties agree as follows:

1. **Settlement Terms.** The City of Springfield shall pay to or for the benefit of Billie Jo Friday the sum of $60,000.00, itemized and payable as follows:

   a. To the Plaintiff, Billie Jo Friday and her attorneys Becker, Schroader & Chapman, the sum of $55,856.94.

   b. The City of Springfield will pay the medical lien of Dr. Edward Trudeau in the sum of $2,548.00

   c. The City of Springfield will pay Illinois Department of Health and Family Services/Medicaid in the sum of $1,595.06.

d. The parties shall completely dismiss with prejudice all claims, with the parties bearing their own fees and costs.

2. Release

a. The Plaintiff, Billie Jo Friday, and her heirs, executors, administrators, successors and assigns hereby releases, forgives, acquits and forever discharges Terri Rush and the City of Springfield, Illinois, a Municipal Corporation, and its officers, directors, employees, agents, servants, independent contractors, attorneys, insurers, sureties and the heirs, successors, and all other persons, firms, corporations, associations, or partnerships of and assigns of any of them, from any claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, whether in tort, contract, or otherwise, whether now existing or hereafter arising, for any injury, known or unknown, real or imaginary, presently existing or which may arise at any time in the future, for any act, omission, or failure to act at any time from the beginning of history to the end of time, resulting or to result from the automobile accident which occurred on June 20, 2013, in Springfield, Illinois at the intersection of Madison Street and 11th Street.

b. Plaintiff further stipulates, agrees, and represents that she shall indemnify and hold harmless the City of Springfield, and Terri Rush, from any claim for reimbursement of Medicaid/Medicare payments or conditional payments arising out of injuries which are the subject matter of the incident identified above. She agrees that she is younger than 65 years of age and is not qualified in any manner for Medicare benefits and has a good faith belief that she shall not need nor apply for Medicare coverage within the next thirty months. Plaintiff agrees that she shall indemnify and hold harmless the

City of Springfield, and Terri Rush, from any claim for reimbursement of Medicare payments or conditional payments arising out of injuries which are the subject matter of the incident identified above.

3. **Representations**

a. Plaintiff, Billie Jo Friday, acknowledge and represent: that they have entered into this agreement freely and voluntarily after having an adequate opportunity to fully consider the merits of this agreement and has been given the opportunity to consult their lawyer concerning this instrument; and no promise, representation or inducement has been offered or made to them by the City or any employee, agent or representative of the City which he relied upon in entering into this agreement other than promises and representations which are contained on the face of this agreement.

b. The City of Springfield, acknowledges and represents: The City warrants and represents that the persons executing it on its behalf have been authorized by the Springfield City Council to enter into this agreement.

CITY OF SPRINGFIELD and
BILLIE JO FRIDAY

Dated: ____________________, 2015 By:____
Steven C. Rahn
Assistant Corporation Counsel

BILLIE JO FRIDAY, PLAINTIFF

Dated: ____________________, 2015 By:____
Billie Jo Friday

By:____
Matthew R. Chapman
Attorney for the Plaintiff

2015-054

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Steven C. Rahn
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Settlement

FISCAL IMPACT: $ 60,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR CIRCUIT COURT CASE 2014-L-0058, *BILLIE JO FRIDAY v. CITY OF SPRINGFIELD and TERRI A. RUSH*

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

CONTRACTOR / VENDOR NAME: Various - see below

VENDOR NO: Various - see below

CONTRACT TERM:

Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: (Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	2220	$60,000.00
2						
3						
4						

Dr. Edward Trudeau	VC0000004508	$2,548.00
IL Dept. Health/Family Serv.	VC0000004509	$1,595.06
Billie Jo Friday & Becker, Schroader & Chapr	VC0000004505	$55,856.94
		$60,000.00

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:** 2/10/15

CITY PURCHASING AGENT: **Date:**

COMMENTS

On June 20, 2013, was driving a 2004 Ford Explorer and Terri Rush was driving a City of Springfield 2005 Jeep Liberty and collied at the intersection of Madison Street and 11th Street. Ms. Friday filed a lawsuit in the Circuit Court, Case No. 2014-L-0058 and the parties are willing to settle the lawsuit in the amount not to exceed $60,000.00. Medicals bills are being paid to Dr. Trudeau ($2,548.00), Medicaid/IDHFS ($1,595.06), and a payment to Billie Jo Friday and Becker, Schroader & Chapman, P.C. ($55,856.94) = for total amount not to exceed $60,000.00. It is in the best interest of the City to authorize payment in this case.

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

95-34

AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT CS13-10-51 THROUGH APRIL 1, 2016, WITH ALLIED WASTE SERVICES OF SANGAMON COUNTY D/B/A REPUBLIC SERVICES AND AUTHORIZING AN ADDITIONAL $143,554.00 FOR A TOTAL AMOUNT NOT TO EXCEED $430,662.00 FOR WASTE HAULING SERVICES USING SINGLE STREAM RECYCLING FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City Council previously passed ordinance number 129-04-13 authorizing execution of Contract CS13-10-51 with Allied Waste Transportation, Inc., d/b/a Allied Waste Services of Sangamon County to provide dumpster and roll off box service for all departments of the City in an amount not to exceed $143,554.00; and

WHEREAS, the City Council previously passed ordinance 149-4-14 authorizing extension of Contract No. CS13-10-51 through April 1, 2015, and additional payment of $143,554.00 for a total amount not to exceed $287,108.00 through April 1, 2015; and

WHEREAS, provisions in Contract No. CS13-10-51 authorize annual extensions by mutual agreement of the parties upon approval by the mayor and city council; and

WHEREAS, it is in the best interest of the City of Springfield to authorize the extension of Contract No. CS13-10-51 through April 1, 2016, with Allied Waste Services of Sangamon County d/b/a Republic Services and authorize additional payment of $143,554.00for a total amount not to exceed $430,662.00 through April 1, 2016.

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

Section 1: That the City Council hereby approves extension of a contract CS13-10-51 through April 1, 2016, with Allied Waste Services of Sangamon County d/b/a Republic Services. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of $143,554.00 to Allied Waste Services of Sangamon County d/b/a (CAP7000) for a total amount not to exceed $430,662.00 from individual department accounts in accordance with the terms of contract number CS13-10-51.

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

PASSED: ____________________, **2015**

SIGNED: ____________________, **2015**

RECORDED: ________________, **2015**

____

Mayor J. Michael Houston

ATTEST: ________________________

City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg, 2/10/15

Office of Corporation Counsel — Date

Requested by: Mayor J. Michael Houston

Rittenhouse, Dan

From:	Starr, Mark [MStarr@republicservices.com]
Sent:	Monday, February 02, 2015 4:22 PM
To:	Rittenhouse, Dan
Subject:	Trash and Recycling extension

Dan,
Thank you for your time on the phone today regarding waste removal and recycling, specifically contract number, CS 13-10351. Per our conversation, Republic Services is willing to extend our existing agreement at current pricing for one year. Please confirm the start/renewal date. Should we formally need to sign off on a letter of intent or come to your office to sign off on the extension, please let me know.

Thank you for your time and consideration.

Mark

REPUBLIC SERVICES

We'll handle it from here.™

Mark R. Starr Sales Manager
West Central Illinois Business Unit

2980 Granger Drive
Springfield, Illinois 62707
e mstarr@republicservices.com
o 217-391-2989 c 309-433-3704
f 217-522-2619 w republicservices.com

2015-055

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: 02172015
DATE OF 1ST READING: 02/17/2015

OFFICE REQUESTING: Office of Budget&Management
CONTACT PERSON: Dan Rittenhouse DR
PHONE NUMBER: 217-789-2205, ext# 237

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

TYPE OF ORDINANCE: Contract Extension
FISCAL IMPACT: $143,554.00

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

SUGGESTED TITLE:
An ordinance authorizing a one year extension of contract CS13-10-51 with Allied Waste Services of Sangamon County dba Republic Services, and an additional $143,554.00 for a total expenditure of $430,662.00 for Waste Hauling Services using single stream recycling through 04/01/2016.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
- original ordinance & extension
- extension letter from vendor
- contract extension language

CONTRACTOR / VENDOR NAME: Allied Waste Services of Sang. Co.dba Republic Services
VENDOR NO: 0cap7000
CONTRACT TERM: 1 year extension for 3year total contract
Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: 143,554,00
0 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #'s 129-04-13 & 149-4-14

☐ **Low Bid** ☒ **Other:** Contract Extension
☐ **Low Bid Meeting Specs** ☐ **Exception:**
☐ **Low Evaluated Bid** **Code Provision:**

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

		Agency	Org	Activity	Object	Amount
1			VARIOUS			
2						
3						
4						

FUNDS CHECK BY: Julie Lohrmann	Date: 2-3-15
DIRECTOR / SUPERVISOR SIGNATURE	Date: 2/3/15
CITY PURCHASING AGENT:	Date: 2-3-15

COMMENTS

Allied Waste Services of Sangamon County dba Republic Services submitted the low bid for Waste Hauling using single stream recycling. This contract provides trash hauling, using single stream recycling. The vendor will provide dumpsters, roll off boxes & totes that are spotted at various locations and pulled on a regular basis or per call basis. This contract was for one year, and allows contract extensions on an annual basis upon mutual consent by both parties under the same terms, conditions and pricing.

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

9525

AN ORDINANCE AUTHORIZING PAYMENT TO BRIAN KRAMP, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, TO SETTLE WORKERS' COMPENSATION CLAIMS FOR CASE NUMBERS 13-WC-26594, 13-WC-26598 AND 13-WC-26650

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, Brian Kramp is a Journeyman Lineman for the Office of Public Utilities and on April 11, 2013, reported an injury to his right knee when he stepped down from his work truck and fell; and

WHEREAS, Mr. Kramp was initially seen in ER for a knee strain and due to continued complaints his primary physician ordered an MRI which revealed a torn meniscus and surgery was recommended; and

WHEREAS, surgery was performed in May of 2013 and Mr. Kramp was able to return to work in July of 2013; and

WHEREAS, Mr. Kramp filed claims for May 11, 2013, and August 1, 2013, regarding pain in his bilateral shoulders from repetitive use of crutches and was sent for an IME with Dr. Rotman who was of the opinion the crutches were not the cause of the symptoms and based on the report treatment for the shoulders was denied; and

WHEREAS, Mr. Kramp filed workers compensation claims (case numbers 13-WC-26594, 13-WC-26598 and 13-WC-26650) and is willing to settle his workers' compensation claims in the amount of $64,470.89 representing a permanent partial disability equivalent to 22.5% loss of use of the leg and 6.32% loss of use of a man as a whole; and

WHEREAS, Livingstone, Mueller, O'Brien & Davlin, P.C., the City's workers compensation advisors, recommend payment of $64,470.89 to Brian Kramp to settle his workers' compensation claims for case numbers 13-WC-26594, 13-WC-26598 and 13-WC-26650.

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

Section 1: That the City Council hereby authorizes payment of $64,470.89 to Brian Kramp, an employee with the Office of Public Utilities, to settle workers' compensation claims for case numbers 13-WC-26594, 13-WC-26598 and 13-WC-26650 representing a permanent partial disability equivalent to 22.5% loss of use of the leg and 6.32% loss of use of a man as a whole. The Mayor and City Clerk are hereby authorized to execute any necessary documents to settle these claims on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of $64,470.89 to Brian Kramp and Tim Shay, his attorney, from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement.

Section 3: That the Office of Public Utilities is hereby directed to pay Account Number 074-107-BMGT-WCMP-5002 the sum of 64,470.89.

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

PASSED:____________________, 2015 **SIGNED: ________________, 2015**

RECORDED:________________, 2015

____
Mayor J. Michael Houston

ATTEST: ___________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenburg / 2/10/15
Office of Corporation Counsel / Date

2015-056

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: February 17, 201!

OFFICE REQUESTING: Corporation Counsel
CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Workers' Comp Settlement - CWLP **FISCAL IMPACT:** $64,470.89

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO BRIAN KRAMP, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CASE NUMBERS 13 WC 26594, 13 WC 26598 AND 13 WC 26650

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

CONTRACTOR / VENDOR NAME Brian Kramp and attorney Tim Shay **VENDOR NO:**

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

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

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

[ ] **Low Bid** [ ] **Other:** **Is Purchasing Agent approval required?** No [ ] Yes [ ]

[ ] **Low Bid Meeting Specs** [ ] **Exception:** **Is Purchasing Agent approval attached?** No [ ] Yes [ ]

[ ] **Low Evaluated Bid** **Code Provision:**

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

CWLP REIMBURSEMENT

	Fund	Agency	Org	Activity	Source	Amount
1	074	107	BMGT	WCMP	5002	64,470.89
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	$64,470.89
2						

DATE OF HIRE: 11/15/93

FUNDS CHECK BY: Date:

DIRECTOR / SUPERVISOR SIGNATURE Todd Greenburg Date: 2/10/15

CITY PURCHASING AGENT: Date:

COMMENTS

Brian Kramp was a lineman for the Office of Public Utilities, and on April 11, 2013 reported an injury to his right knee when he stepped down from his work truck and fell. He was initially seen in ER for a knee strain. Due to continued complaints his primary physician ordered an MRI which revealed a torn meniscus; surgery was recommended. The surgery was performed in May of 2013 and he was able to return to work in July of 2013. He filed claims for May 11, 2013 and August 1, 2013 regarding pain in his bilateral shoulders from repetitive use of crutches. He was sent for an IME with Dr. Rotman who was of the opinion the crutches were not the cause of the symptoms; based on the report treatment for the shoulders was denied. He filed workers compensation claims (case numbers 13 WC 26594, 13 WC 26598 and 13 WC 26650) and is willing to settle his claims in the amount of $64,470.89 representing a permanent partial disability equivalent to 22.5% of the leg and 6.32% MAW. Livingstone, Mueller, O'Brien and Davlin, P.C. the city's legal advisors, recommend payment of $64,470.89 to Mr. Kramp to settle workers' compensation claims for case numbers 13 WC 26594, 13 WC 26598 and 13 WC 26650.

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

9526

AN ORDINANCE AUTHORIZING PAYMENT TO STEVEN BERGAE, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-11607

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, Steven Bergae was a material handler for the Office of Public Utilities and on January 8, 2013, reported pain in his neck, shoulder, elbow, hand and leg after he stepped into a trench while washing a street sweeper; and

WHEREAS, Mr. Bergae treated conservatively for neck, shoulder and elbow pain and after continued complaints was sent for an MRI which revealed a cervical bulge and an EMG revealed ulnar neuropathy in the left wrist and surgery was recommended; and

WHEREAS, an IME did not agree with the need for surgery but Mr. Bergae underwent a surgical repair of the wrist in July of 2013 and was released to return to work in August of 2013; and

WHEREAS, Mr. Bergae filed a workers' compensation claim (case number 13-WC-11607) and is willing to settle his claim in the amount of $39,902.80 representing a permanent partial disability equivalent to 20% loss of use of a hand and 3% loss of use of a man as a whole; and

WHEREAS, Livingstone, Mueller, O'Brien & Davlin, P.C., the City's workers compensation advisors, recommend payment of $39,903.80 to Mr. Bergae to settle his workers' compensation claim for case number 13-WC-11607.

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

Section 1: That the City Council hereby authorizes payment of $39,902.80 to Steven Bergae, an employee with the Office of Public Utilities, to settle a workers' compensation claim for case number 13-WC-11607 representing a permanent partial disability equivalent to 20% loss of use of a hand and 3% loss of use of a man as a whole. The Mayor and City Clerk are hereby authorized to execute any necessary documents to settle these claims on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of $39,902.80 to Steven Bergae and his attorney John Boshardy, from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement.

Section 3: That the Office of Public Utilities is hereby directed to pay Account Number 074-107-BMGT-WCMP-5002 the sum of 39,902.80.

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

PASSED:____________________, 2015 **SIGNED: __________________, 2015**

RECORDED:__________________, 2015

____
Mayor J. Michael Houston

ATTEST: ___________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 3/11/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-057

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: February 17, 201!

OFFICE REQUESTING: Corporation Counsel
CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Workers' Comp Settlement - CWLP **FISCAL IMPACT:** $39,902.80

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO STEVEN BERGAE, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIM CASE NUMBER 13 WC 11607

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

CONTRACTOR / VENDOR NAME Steven Bergae and attorney John Boshardy **VENDOR NO:**

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

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

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

[ ] **Low Bid** [ ] **Other:** **Is Purchasing Agent approval required?** No [ ] Yes [ ]

[ ] **Low Bid Meeting Specs** [ ] **Exception:** **Is Purchasing Agent approval attached?** No [ ] Yes [ ]

[ ] **Low Evaluated Bid** **Code Provision:**

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

CWLP REIMBURSEMENT

	Fund	Agency	Org	Activity	Source	Amount
1	074	107	BMGT	WCMP	5002	39,902.80
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	$39,902.80
2						

DATE OF HIRE: 08/21/06

FUNDS CHECK BY:	**Date:** 2/10/15
DIRECTOR / SUPERVISOR SIGNATURE Todd Greenburg	**Date:** 2/10/15
CITY PURCHASING AGENT:	**Date:**

COMMENTS

Steven Bergae was a material handler for the Office of Public Utilities, and on January 8, 2013, reported pain in his neck, shoulder, elbow, hand and leg after he stepped into a trench while washing a street sweeper. He treated conservatively for neck, shoulder and elbow pain and after continued complaints was sent for an MRI which revealed a cervical bulge and an EMG that revealed ulnar neuropathy in the left wrist; surgery was recommended. An IME did not agree with the need for surgery. Mr. Bergae underwent underwent surgical repair of the wrist in July of 2013 and was released to return to work in August of 2013. He filed a workers compensation claim (case number 13 WC 11607) and is willing to settle his claim in the amount of $39,902.80 representing a permanent partial disability equivalent to 20% of a hand and 3% MAW. Livingstone, Mueller, O'Brien and Davlin, P.C. the city's legal advisors, recommend payment of $39,902.80 to Mr. Bergae to settle workers' compensation claim for case number 13 WC 11607.

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

9527

No. 4998

AN ORDINANCE AUTHORIZING CHANGE ORDER #1 WITH PLOCHER CONSTRUCTION COMPANY, INC. FOR UW14-06-33 – CLARIFIER NUMBER 3 UPGRADE, FOR A DECREASE IN CONTRACT PRICE AND INCREASE IN TIME FOR PERFORMANCE FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance Number 304-09-13 authorized a contract with Plocher Construction Company, Inc. ("Plocher") in the total amount not to exceed $4,985,500.00 for Contract UW14-06-33 – Clarifier Number 3 Upgrade, and

WHEREAS, Change Order #1 decreases the amount due to Plocher from $4,985,500.00 to $4,956,190.00, resulting in a net total decrease in the contract price of $29,310.00, and

WHEREAS, this change order also grants a time extension of 63 days for substantial completion and 94 days for final contract completion, and

WHEREAS, the time extension is due to a delay in the equipment manufacturer's schedule and a delay in delivery of the equipment, and

WHEREAS, such circumstances were not reasonably foreseeable at the time of the original contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves Change Order #1 for a decrease in contract price of $29,310.00, and an increase in time of 63 days for substantial completion and 94 days for final contract completion.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute Change Order #1 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: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ____________________, 2015

____
MAYOR

ATTEST: ____________________

Approved as to legal sufficiency:
Todd Greenburg 2/10/15
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-058
DATE OF 1ST READING: 02-17-15
ORDINANCE REQUEST NUMBER: 4998

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ (<29,310.00>) BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Change Order #1 (UW14-06-33)

ACCOUNTING INFORMATION: Account No. 101-100-BB-MM21-2305

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: 304-09-13

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Plocher Construction Company, Inc. CONTRACT AMOUNT: $ 4,985,500.00
(Original Amount if Change Order)
Bid Contract:

CONTRACT TERM: ________ TYPE OF AWARD: bid

CHANGE IN SCOPE X Y ___ N CHANGE ORDER # 1 ADDT'L AMOUNT $ (<29,310.00>)

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: ________________

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

This is a standard change order ordinance for the Clarifier Number 3 Upgrade Contract.

This Ordinance authorizes Change Order #1 for a reduction in price and contract time extension with Plocher Construction Company, Inc. ("Plocher"). This change order decreases the amount due to Plocher under Ord. No. 304-09-13 from $4,985,500.00 to $4,956,190.00, resulting in a net total decrease in the contract price of $29,310.00. Change Order #1 also grants a time extension of 63 days for substantial completion and 94 days for final contract completion. The time extension is due to a delay in the equipment manufacturer's schedule and a delay in delivery of the equipment.

Plocher is not a local vendor.

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

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

9531

CHANGE ORDER NO. 01 .

City of Springfield, Illinois
City Water, Light & Power

Page 1 of 1

Project : CLARIFIER NUMBER 3 UPGRADE

Contract : UW14-06-33

Contractor : Plocher Construction Company, Inc.

The below-noted modifications to subject Contract are agreed to by CWLP and the Contractor:

SEE ATTACHMENT NUMBER 1

(PAGES 1 thru 10)

The modifications noted above result in ~~(increase of)~~ (decrease of) ~~(no change)~~ (<$29,310.00>) in Contract Price:

Original Contract Price (Not-to-Exceed Contractual Amount)......	$	4,985,500.00
Total net amount of all previous Change Orders.........................	$	0.00
Total net amount of this Change Order....................................	$	<29,310.00>
Current Contract Price including this Change Order...................	$	4,956,190.00

The Contract Time shall be (increased) ~~(decreased)~~ ~~(unchanged)~~ (by 94 days) for final completion, the current Final Completion Date being: February 16, 2015 .

The circumstances necessitating this Change Order were not reasonably foreseeable at the beginning of this Contract and were not within the contemplation of the parties at that time. This Change Order is in the best interest of the City.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

City Water, Light and Power

Date: 2/3/15

By: Eric L. Hobbie
(Signed - Department Superintendent)

Approved: ____________________
(Signed - Director)

City of Springfield, Illinois

By: ____________________
(Signed - Mayor)

Attest: ____________________

Contractor: Plocher Construction Company, Inc.

Date: 02/05/2015

By: ____________________
(Signed)

Scott Plocher
(Print or Type)

President
(Title)

LIST OF CHANGE ORDER ITEMS

Change Order No. **01 - Plocher Construction**

Project: CITY of SPRINGFIELD, ILLINOIS — CITY WATER, LIGHT & POWER (CWLP)

CLARIFIER NUMBER 3 UPGRADE — CONTRACT INDEX NUMBER UW14-06-33

Item	Description	Change in Contract	
		Price	Time
1	Description: Potholing and removal of previously unknown sludge line along the south edge of the proposed Clarifier #3 dewatering pump station. Reason: To accommodate unforeseen subsurface field conditions.	$1,057.00	0 Days
2	Description: To address the actual existing east-west location of the existing 10-inch diameter cast iron Clarifier Number 3 slurry discharge pipe. Reason: To accommodate unforeseen subsurface field conditions.	$1,570.00	0 Days
3	Description: Furnish and install additional control wiring and modify control strategy as identified by Owner to accommodate unforeseen field conditions. Reason: Revised requirement was in the best interest of the City.	$2,894.00	0 Days
4	Description: Additional removal of the previously identified unknown sludge drain line along the south edge of the proposed Clarifier #3 dewatering pump station location. Reason: To accommodate unforeseen subsurface field conditions.	$1,730.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
5	Description: To account for the existing Clarifier's nonconcentric conical concrete structure, extend the concrete forming upward. Reason: To accommodate unforeseen subsurface field conditions.	$1,701.00	0 Days
6	Description: Credit - Eliminating/deleting the specified "Temporary Environmental Enclosure" specified Specification Section 02152. Reason: Contractor's accelerated construction schedule resulted in the "Temporary Environmental Enclosure" not being necessary.	($30,000.00)	0 Days
7	Description: Credit - Utilizing the propeller pump manufacturer's fabricated formed suction inlet (FSI) in lieu of the weir plate and articulating arm specified. Reason: Revised requirement was in the best interest of the City.	($2,938.00)	0 Days
8	Description: Furnish and install materials for a bonded construction joint with waterstop. Reason: To accommodate unforeseen subsurface field conditions.	$1,592.00	0 Days
9	Description: Installation of an additional Owner furnished yard valve, valve box and pipe sleeve. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$560.00	0 Day

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
10	Description: Unit price adjustment, raw water channels concrete removal and replacement was above the allocated base bid quantity. Reason: To accommodate unforeseen field conditions.	$725.00	0 Days
11	Description: Unit price adjustment, rock excavation in Clarifier #3 was above the allocated alocated base bid quantity. Reason: To accommodate unforeseen field conditions.	$404.00	0 Days
12	Description: Wall height modification for the bypass channel between Clarifier Number 2 and Clarifier Number 3. Reason: To accommodate unforeseen field conditions.	$2,090.00	0 Days
13	Description: Subgrade Stabilization for Clarifier Number 5 with CLSM. Reason: To accommodate unforeseen subsurface field conditions.	$1,459.00	0 Day
14	Description: Bypass channel footing drain addition. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen subsurface field conditions.	$2,992.00	0 Days
15	Description: Portland Cement Concrete (PCC) pavement removal and replacement. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen subsurface field conditions.	$3,000.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract Price	Change in Contract Time
16	Description: Install custom sized flange adapters in Clarifier #5 valve vault to accommodate existing nonconcentric steel pipe. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$4,391.00	0 Days
17	Description: Install custom sized flange adapters and pipe spool in Clarifier #4 valve vault to accommodate the existing nonconcentric steel pipe. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$23,937.00	0 Days
18	Description: Partial Relocation, Extension and Addition of Chain-Link Fencing Reason: Revised requirement was in the best interest of the City to accommodate Owner modified field conditions under a separate contract.	$1,680.00	0 Days
19	Description: Additional Chain-Link Fence and Sidewalk Removal Northwest of Clarifier Number 5. Reason: Revised requirement was in the best interest of the City to accommodate Owner modified field conditions under a separate contract.	$5,099.00	0 Day
20	Description: Additional topsoil, fertilizing and seeding northwest of Clarifier Number 5. Reason: Revised requirement was in the best interest of the City to accommodate Owner modified field conditions under a separate contract to correct preexisting drainage issue.	$2,613.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
21	Description: Additional sidewalk removal and replacement south of Clarifier Number 2. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$2,360.00	0 Days for substantial completion 1 Day for final completion
22	Description: Unit price adjustment, Hot Mix Asphalt (HMA) Pavement - Heavy Duty was above the allocated base bid quantity. Reason: Revised requirement was in the best interest of the City to accommodate existing field grades and elimate ponding.	$724.00	0 Days
23	Description: Credit - Unit Price Adjustment, Raw and Treated Water Channels Concrete Repairs. Reason: Revised requirement was in the best interest of the City to accommodate field conditions that were less than allocated in the base bid quantity.	($310.00)	0 Days
24	Description: Handrail Removal and Installation on the Existing Area 6 East-West Channel Crossover Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$2,941.00	0 Days
25	Description: Receptacle and Circuit for the Recirculation Pump Davit Crane Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$1,092.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
26	Description: Area 6 Structural Steel, Handrail and Grating Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$5,338.00	0 Days
27	Description: Area 6 Contour Changes, Step Relocation and Step Handrail Addition Only Reason: Revised requirement was in the best interest of the City to accommodate Owner modified field conditions under a separate contract.	$7,914.00	0 Days
28	Description: Influent Channel Grout Repair at North End of Clarifier Number 3 Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions that were above the allocated base bid quantity.	$348.00	0 Days
29	Description: Sludge House Duct Clearance Reason: Revised requirement was in the best interest of the City to address plant safety concerns of head clearence.	$433.00	0 Days
30	Description: Recirculation Pump Tube Extension Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions. The as-built condition did not conform to the 1955 plan sheets.	$200.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
31	Description: Additional Sidewalk - East Side of Clarifier Number 3 Reason: Revised requirement was in the best interest of the City to address plant safety concerns of walking on river rock.	$2,560.00	0 Days
32	Description: Tapered Spacer & Steel Flange Adapter for Influent Valve Vault Pipe for Clarifier #4. Reason: Revised requirement was in the best interest of the City to accommodate the existing nonaligned steel pipe.	$9,025.00	0 Days
33	Description: Area 6 - Grating Around Channel Gate Opening (Gate, G03-2). Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$3,184.00	0 Days
34	Description: Sludge House Duct Modifications Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$6,350.00	0 Days
35	Description: Alternate Surface Drainage Plan Between Clarifier Number 4 and Clarifier Number 5 Reason: Revised requirement was in the best interest of the City to address preexisting drainage conditions.	$2,520.00	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract	
		Price	Time
36	Description: Additional High Pressure Water Blast Cleaning in Area 6 Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$6,713.00	0 Days
37	Description: Additional Logs for Existing Stop Log Assembly Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$19,476.00	63 Days for substantial completion 63 Day for final completion
38	Description: Stop Log Storage Rack Modifications Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$4,657.00	0 Days
39	Description: Area 6 - (4) 3-inch and (4) 4-inch concrete cores between the Applied Water Channels for chemical feed lines to accommodate a future slide gate or stop log installation. Reason: Revised requirement was in the best interest of the City to accommodate unforeseen field conditions.	$4,654.00	0 Days
40	Description: Credit - Unused amount of Allowance Bid Item "AB" for "*Emerson DCS Equipment and Programming*" Reason: Revised requirement was in the best interest of the City to accommodate the closeout of Allowance Bid Item "AB".	($19,245.00)	0 Days

LIST OF CHANGE ORDER ITEMS, CONTINUED

Item	Description	Change in Contract Price	Change in Contract Time
41	Description: Extension of Contract Time or Final Completion. Reason: To accommodate project closeout activities and is in the best interest of the City.	$0.00	0 Days for substantial completion 30 Day for final completion
42	Description: Less the Allowed Value of Awarded Unit Prices Rock Excavation (Bid Item AL, 75 cu.yds. x $188/cu.yd.) Concrete Sidewalk (Bid Item AM, 800 sq.ft. x $10/sq.ft.) HMA Roadways (Bid Item AN, 9,608 sq.ft. x 6.25/sq.ft.) Concrete Repairs (Bid Item AO, 125 sq.ft. x $62/sq.ft.) Raw Channel Repair (Bid Item AP, 5 cu.yds. x $2,900/cu.yd.) Applied Channel Repairs (Bid Item AQ, 200 sq.ft. x $62/sq.ft.)	 ($14,100.00) ($8,000.00) ($60,050.00) ($7,750.00) ($14,500.00) ($12,400.00)	0 Days
NET CHANGE		**($29,310.00)**	63 Days for substantial completion 94 Days for final completion

2015-059

AN ORDINANCE AMENDING ORDINANCE NUMBER 409-12-14 REGARDING AN AGREEMENT WITH EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. FOR WESTINGHOUSE DISTRIBUTIVE PROCESS FAMILY AND OVATION CONTROL SUPPORT, BY REDUCING THE AMOUNT TO $450,387.00 AND RE-ALLOCATING THE SPLIT BETWEEN THE ELECTRIC AND WATER FUNDS FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 409-12-14 approved a 5-year contract with Emerson Process Management Power & Water Solutions, Inc. ("Emerson") for Westinghouse Distributive Process Family and Ovation Control Support in an amount not to exceed $479,040.00, with 80% coming from the Electric Fund and 20% coming from the Water Fund, and

WHEREAS, upon further discussions with Emerson, they have reduced the contract price to $450,387.00, and

WHEREAS, the costs between the Electric and Water Funds have also been re-allocated to approximately 73% from Electric and 27% from Water, as further shown on the Amendment No. 1, and

WHEREAS, this ordinance amends Ordinance Number 409-12-14 by reducing the total dollar amount to $450,387.00, and re-allocating the costs between the Electric and Water Funds, and

WHEREAS, a copy of Amendment No. 1 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 amends Ordinance Number 409-12-14, to reduce the amount to $450,387.00, and to re-allocate the split between the Electric and Water Funds to approximately 73% and 27%, respectively, as shown on Amendment No. 1.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute Amendment No. 1 on behalf of the City of Springfield Office of Public Utilities.

Section 3. 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: ______________________, 2015 SIGNED: ______________, 2015

RECORDED: ____________________, 2015

____
MAYOR

ATTEST: ______________________

Approved as to legal sufficiency: Todd Greenburg 2/10/15
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 02-17-15
ORDINANCE REQUEST NUMBER: GFE-201

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES   STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $___   BUDGETED: YES/~~NO~~   NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Amendment to 409-12-14

ACCOUNTING INFORMATION: 101-100-BB-6161-1212, & 1218; 102-100-CAA-7713-1205

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: 409-12-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Emerson Process Management Power & Water Solutions, Inc.   CONTRACT AMOUNT: $479,040.00
(Original Amount if Change Order)

CONTRACT TERM: 5 years   TYPE OF AWARD: sole source

CHANGE IN SCOPE ___ Y _X_ N   CHANGE ORDER # N/A   REDUCTION AMOUNT $ 28,653.00

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO   IF YES, ANNEXATION RATING: ____________

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

This is a new ordinance amending Ordinance Number 409-12-14 & our existing contract with Emerson Process Management Power & Water Solutions, Inc. ("Emerson") for Westinghouse Distributive Process Family & Ovation Control Support.

Ordinance 409-12-14 approved a 5-year contract with Emerson in an amount not to exceed $479,040.00, with 80% coming from the Electric Fund and 20% coming from the Water Fund. Upon further discussions with Emerson, they have reduced the contract price to $450,387.00. The costs between Electric & Water have also been re-allocated to approximately 73% from Electric and 27% from Water.

This ordinance amends 409-12-14 by reducing the total dollar amount to $450,387.00, & re-allocating the costs between Electric & Water.

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

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

9532

Amendment to the
SureService Contract
between
Emerson Process Management
Power & Water Solutions, Inc.
and
City of Springfield, Office of Public Utilities

Whereas, as of October 1, 2009, Emerson Process Management Power & Water Solutions, Inc., hereinafter referred to as "Emerson", and the City of Springfield, Illinois, Department of Public Utilities entered into a *SureService* Contract.

Whereas, as of 1/12/2015 the parties agree to extend the existing *SureService* Contract for a period of 5 Year from **December 1, 2014** to **November 30, 2019** subject to the following:

1. The services to be provided and the list of equipment for this Amendment are set forth in Offer # CE14085298MCR4, dated November 13, 2014

2. The price for the SureService program for the above extension period is **$450,387**:

   Year one total - **$82,287**
      Filtration portion $22,053
      Power portion - $60,234

   Year two total - **$85,605**
      Filtration portion $22,942
      Power portion - $62,663

   Year three total -**$89,745**
      Filtration portion $24,052
      Power portion - $65,693

   Year four total- **$94,093**
      Filtration portion $25,217
      Power portion - $68,876

   Year five total -**$98,657**
      Filtration portion $26,440
      Power portion - $72,217

3. Payment for the services to be provided under this contract shall be made on a **quarterly** basis. Payments shall be invoiced in advance on the first day of each billing period. Payments are due and payable net 30 days from the date of each invoice.

Unless, expressly modified herein the terms of the said SureService Contract remain unchanged.

IN WITNESS HEREOF, the parties hereto have executed this amendment by their authorized representative.

City of Springfield, Office of Public Utilities	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.
By: ______________________	By: ______________________
Title: ______________________	Title: Vice President
Date: ______________________	Date: 2/5/15

Attachments:

Emerson Offer # CE14085298MCR4, dated November 13, 2014

AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH BUNN-O-MATIC CORPORATION FOR 5020 ASH GROVE DRIVE FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities has constructed a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission, and

WHEREAS, Bunn-O-Matic ("Bunn") wishes to establish Ethernet communications between its facility at 1400 Stevenson Drive to 5020 Ash Grove Drive, and

WHEREAS, the Office of Public Utilities will use existing fiber optics and communications infrastructure to provide 1000-megabits per second (Mbps) Ethernet service for said connection, and

WHEREAS, pursuant to a Telecommunications Contract Service Agreement, a copy of which shall be on file with the Office of the City Clerk, Bunn shall pay the City of Springfield $1,995.00 per month for the initial three-year agreement term, plus a $2,995.00 installation charge, and

WHEREAS, Bunn may elect to terminate the agreement at any time without cause, provided that it pays the remaining monthly charges for the remainder of the three year contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Telecommunications Contract Service Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield and Bunn for Ethernet service from its facility at 1400 Stevenson Drive to 5020 Ash Grove Drive, Springfield, Illinois.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Telecommunications Contract Service Agreement with Bunn.

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

PASSED: ____________________, 2015

SIGNED: ____________________,2015

RECORDED: __________________, 2015

____
MAYOR

ATTEST: ________________________

Approved as to legal sufficiency:

Todd Greenburg 2/10/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

2015-060

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 02-17-15
ORDINANCE REQUEST NUMBER: ______

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: ___ BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Telecommunications Service Agreement

ACCOUNTING INFORMATION: Capital Charges: Account No. 102-100-8209-c141
Monthly Usage Charges: Account No. 102-100-7682-cw79

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Bunn-O-Matic Corporation CONTRACT AMOUNT: $___
(Original Amount if Change Order)
CONTRACT TERM: 3 years TYPE OF AWARD: ______

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # ___ ADDT'L AMOUNT $______

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: ~~YES~~/NO IF YES, ANNEXATION RATING: ______

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

This is a standard ordinance for ethernet service from the City's fiber optic telecommunications system.

This ordinance authorizes the City to provide telecommunications service to Bunn-O-Matic Corporation ("Bunn"), in exchange for payment by Bunn to the City in an estimated amount of $71,820.00 over 3 years.

The Office of Public Utilities has a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois. The City's network has the ability to provide WAN (wide area network) services across the system. This allows computers to pass data between remote facilities at speeds that are as fast as in the local buildings. This technology allows for consolidation of computers, servers and the required network equipment along with enhancing the capabilities of the facilities.

Bunn has requested a 1000 Mbps connection from their facility at 1400 Stevenson Drive to their facility at 5020 Ash Grove Drive. For this service, Bunn will pay $1,995 per month for the two sites for the term of the contract over a 3 year period. Bunn will also pay a $2,995 installation charge.

Bunn may elect to terminate this agreement at any time without cause, provided that Bunn shall thereupon pay the remaining monthly charges for the remainder of the 3 year contract.

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

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

9530

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF $78,122.50 FOR THE SILVER ROD DRIVE SEWER REPAIR PROJECT AND SURFACE DRAINAGE IMPROVEMENTS, 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 State of Illinois has determined that public utilities (sanitary sewer) located along Silver Rod Drive, have been severely damaged by subsidence caused by mining activity that occurred prior to August 3, 1977; and

WHEREAS, the damages to the sanitary sewer constitute a threat to human health and welfare; and

WHEREAS, the problem area is eligible for funds from the Abandoned Mined Lands Reclamation Trust Fund; and

WHEREAS, the City and State wish to complete the Silver Rod Drive Sanitary Sewer Repair Project which includes the design, implementation and performance of work to address the damage to the sanitary sewer and make surface drainage improvements; and

WHEREAS, the Illinois General Assembly appropriated funds to the State of Illinois from the Abandoned Mined Lands Reclamation Federal Trust Fund; and

WHEREAS, the State of Illinois has notified the City that grant funds in the amount of $78,122.50 will be reimbursed for its share of the cost of the project; and

WHEREAS, the City will be responsible for any additional costs; and

WHEREAS, it is necessary to execute an agreement with the State of Illinois for grant funds in the amount of $78,122.50; and

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

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

<u>Section 1</u>: That the City Council hereby approves execution of an Agreement with the State of Illinois Department of Natural Resources for financial assistance in the amount of $78,122.50 for sanitary sewer repair and surface drainage improvements located along Silver Rod Drive. The Mayor and the City Clerk are hereby authorized to execute said agreement on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to deposit funds received from IDNR into account number 015-110-SEWR-SEWR-0282.

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

PASSED: ____________________, 2015

RECORDED: ______________, 2015

ATTEST:________________________
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: ____________________, 2015

____
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenburg 2/10/15
Office of Corporation Counsel / Date

AGREEMENT
between the
CITY OF SPRINGFIELD
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
SILVER ROD DRIVE SEWER REPAIR AND SURFACE DRAINAGE PROJECT

AML-GSaE-1410

THIS AGREEMENT is made between the City of Springfield hereinafter referred to as the "CITY," and the State of Illinois/Department of Natural Resources, Office of Mines and Minerals, Abandoned Mined Lands Reclamation Division, hereinafter referred to as the "DEPARTMENT,"

WITNESSETH:

WHEREAS, the DEPARTMENT has determined that subsidence, attributed to mining activity that occurred prior to August 3rd, 1977, has resulted in severe damage to public utilities (sanitary sewer) as well as surface drainage problems (ponding water) along Silver Rod Drive, a residential area in Springfield, Illinois; that the damages to the sanitary sewer and the high levels of e-coli present in the ponds of water constitute a threat to human health and welfare; and that the problem area is thus eligible for funds from the Abandoned Mined Lands Reclamation Trust Fund; and

WHEREAS, the CITY and the DEPARTMENT are both legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to perform such undertakings as described herein under the "Intergovernmental Cooperation Act," 5 ILCS 220/1 et seq.; and

WHEREAS, the DEPARTMENT has approved participation in abandoned mined land reclamation projects to the extent allowed by its statutory authority under the "Abandoned Mined Lands and Water Act," 20 ILCS 1920/1.01 et seq.; and

WHEREAS, the CITY and the DEPARTMENT wish to complete the Silver Rod Drive Sewer Repair and Surface Drainage Project, hereinafter referred to as the "PROJECT," which includes the design, implementation and performance of work to address the damaged sanitary sewer and the surface drainage problems along Silver Rod Drive (See Attachment B – Correspondence from John Higginbotham, City of Springfield Sewer Engineer, dated August 19, 2013, and including cost estimates and maps depicting problem areas and proposed work; and, Silver Rod / Meadowbrook West Drainage Improvement, prepared by Jay E. Jessen, P.E., Fuhrman Engineering, Inc., dated December 2, 2014); and

WHEREAS, the Illinois General Assembly appropriated to the DEPARTMENT sufficient funds from the Abandoned Mined Lands Reclamation Federal Trust Fund for activities relating to the design, implementation and construction of abandoned mined land reclamation projects throughout the State and to complete the PROJECT; and

WHEREAS, the DEPARTMENT has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02.

WHEREAS, under penalty of perjury, the CITY certifies that ______________________ is its correct Federal Taxpayer Identification Number and that the CITY is doing business as a government entity;

NOW THEREFORE, for and in consideration of the benefits to be derived from the completion of the PROJECT, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto as follows:

PART A. SPECIAL CONDITIONS

1. The recitals set forth above are incorporated by reference and made a part hereof, the same constituting the factual basis for this transaction.

2. The DEPARTMENT's funding obligation under this AGREEMENT will terminate upon the completion of the PROJECT, when the DEPARTMENT's maximum cost share is expended, or December 31, 2015, whichever comes first. This AGREEMENT is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this AGREEMENT, in whole or in part, without penalty of further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

3. The DEPARTMENT will not participate in any PROJECT costs incurred by the CITY prior to the full execution of this AGREEMENT unless otherwise agreed to by the parties.

4. All provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.

5. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the parties hereto.

PART B. CITY OF SPRINGFIELD

1. The CITY shall prepare, or cause to be prepared, the final design plans, specifications, and contract documents; advertise for bids; make the contract award; and shall supervise the construction (resident engineering) for the PROJECT. The forgoing CITY activities are subject to the DEPARTMENT's review and approval set forth in part C.1. herein.

2. The CITY shall be responsible for determining designated boundaries of the lands, permanent easements, and permanent rights-of-way, hereinafter referred to as "property rights," required for the construction, operation and perpetual maintenance of the PROJECT. Upon its own judgment, investigation and due diligence pertaining to matters of title, the CITY shall acquire all necessary and additional property rights, including, but not limited to, right-of-entry upon privately owned lands that may be impacted by the construction, operation and maintenance of the PROJECT.

3. The CITY shall provide the DEPARTMENT with three days notice prior to the start of construction. Upon completion of the PROJECT, the CITY shall, within three days, provide notice to the DEPARTMENT of said completion.

4. The CITY has established John Higginbotham, Sewer Engineer, as the official point of contact for all correspondence pertaining to the PROJECT.

5. The CITY hereby grants to the DEPARTMENT, or its assignee, the right to enter upon any property rights, held in the name of the CITY, for the purpose of construction inspection, maintenance inspection, and in the event the provisions of Part C. 4. herein are invoked by the DEPARTMENT for failure of the CITY to operate and maintain the PROJECT.

6. The CITY shall be responsible for obtaining all federal, state and local permits required for the construction and maintenance of the PROJECT. The CITY shall be responsible to abide by all federal, state and local laws and regulations during construction, operation, and maintenance of the PROJECT, and to satisfy all state and federal environmental laws, regulations, and executive orders that apply because of state funds being used on the PROJECT.

7. The CITY shall be responsible for all construction costs in excess of $78,122.50. The DEPARTMENT will be responsible for up to its maximum cost share pursuant to Part C. 3. The DEPARTMENT will only be responsible for construction costs related to the PROJECT. The CITY will be responsible for the payment of all costs over and above the DEPARTMENT's maximum cost share. The CITY will document, to the satisfaction of the DEPARTMENT, that it has sufficient funds to complete the PROJECT before construction begins.

8. This AGREEMENT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly case wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The CITY shall notify each of its contractors and subcontractors that this PROJECT is subject to and covered by the Act. The CITY shall require its contractors and subcontractors to submit certified payrolls as required by the Act and shall make these certified payrolls available to the DEPARTMENT for review. The CITY shall require each contractor and subcontractor performing work on this PROJECT to include the DEPARTMENT as a named insured on the contractor's and subcontractor's general liability insurance policy.

9. The CITY shall supply all documentation necessary to support any requests for payment of costs from the DEPARTMENT as indicated in Part C. 3.

10. The CITY, without cost to the DEPARTMENT, shall assume all responsibility for the operation, maintenance, repair and rehabilitation of the PROJECT after construction completion to ensure that it will serve the intended purpose. Maintenance will include, but not be limited to, all maintenance requirements set forth in any dam safety permits issues for the PROJECT.

11. The CITY shall maintain, for a minimum of three years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds paid in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the PROJECT will be made available for review and audit by the Illinois Auditor General and/or the DEPARTMENT. The CITY agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this Part B. 9. will establish a presumption in favor of the DEPARTMENT for recovery of any funds paid by the DEPARTMENT under this AGREEMENT for which adequate books, records and supporting documentation are not available to support their purported disbursement.

12. The CITY shall hold and save the DEPARTMENT and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all cost connected therewith, such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage and any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the PROJECT, specifically including but not limited to the design, location, construction, operation and maintenance of the PROJECT. The CITY shall further hold the DEPARTMENT harmless in regard to the handling and disposal of any hazardous or special wastes that might be discovered on any part of the PROJECT property rights. The CITY will not be responsible to hold the DEPARTMENT harmless against any loss, damages, cost or expenses arising out of negligent acts or omissions by the DEPARTMENT or its agents or employees.

13. The CITY shall complete the attached Certification Document, marked Attachment A, which will be incorporated as part of this agreement.

PART C. DEPARTMENT OF NATURAL RESOURCES

1. The DEPARTMENT will review and approve in writing the final design plans and specifications of the PROJECT to assure acceptable project design, and will approve in writing the final PROJECT plan. The DEPARTMENT

will review and approve in writing all bid documents, bids, and contract documents. The DEPARTMENT may also make random inspections during the construction of the PROJECT.

2. The DEPARTMENT has established Tom Nelson, Project Manager, as the official point of contact for all correspondence pertaining to the PROJECT.

3. The DEPARTMENT's maximum cost share in this PROJECT is $78,122.50. The CITY will be responsible for all costs in excess of the DEPARTMENT's share. The DEPARTMENT will only be responsible for construction costs of the PROJECT. The DEPARTMENT will make payments to the CITY for PROJECT construction costs based on billings furnished by the CITY to the DEPARTMENT, with documentation in the form of an "Engineer's Pay Estimate," approved by the CITY's resident engineer, certifying that the work covered under such billings has been completed, is in connection with the construction of the PROJECT, and is in line with the original estimates for the PROJECT. The DEPARTMENT will review and give final approval of all submitted costs prior to submitting all such costs for payment in accordance with State law and procedures. Reimbursement will be made to the CITY on a monthly basis for verified work items completed.

4. The DEPARTMENT will make a final inspection upon completion of the project and may make periodic inspections subsequent to the completion of the PROJECT in order to ensure that adequate maintenance is being performed on the PROJECT. Should the DEPARTMENT determine that a maintenance problem exists, a joint inspection will be scheduled and made by the CITY and the DEPARTMENT. Failure of the CITY to properly maintain the PROJECT, as indicated by a written report of such inspection, will permit the DEPARTMENT, upon thirty (30) days written notice and continued failure of the CITY to perform the necessary maintenance work, to enter upon any of the PROJECT property rights for the purpose of performing such maintenance work. In this instance, the CITY will reimburse the DEPARTMENT for any and all costs that may be incurred by the DEPARTMENT in connection therewith.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represents that the signatories below are duly authorized to execute this AGREEMENT on behalf of their respective bodies, and that the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS

Approved By:

_______________________________ **Date:** _______________________
Wayne Rosenthal, Director
Department of Natural Resources

_______________________________ **Date:** _______________________
Acting Chief Fiscal Officer

_______________________________ **Date:** _______________________
General Counsel

CITY OF SPRINGFIELD

APPROVED:

By: ______________________________ **Date:** ________________________

____
(Print Name)

____
(Title)

ATTEST:

By: ______________________________ **Date:** ________________________

____
(Print Name)

____
(Title)

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS 2015-061

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3 If Public Agency employs 25 or more employees and this contract is worth more than $5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

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

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

____

SIGNATURE

____

PRINTED NAME

____

TITLE

____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

- *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
- *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
- *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
- *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
- *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: ______________________________

Business Name: ______________________________

Taxpayer Identification Number:
Social Security Number ______________________________
or
Employer Identification Number ______________________________

Legal Status (*check one*):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)
  ☐ D = disregarded entity
  ☐ C = corporation
  ☐ P = partnership

Signature: ______________________________ **Date:** ________________

2015-061

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-6
DATE OF 1ST READING: 2/17/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: John Higginbotham
PHONE NUMBER: 789-2260 ext 229

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

TYPE OF ORDINANCE: Agreement with IDNR

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES ACCEPTING FINANCIAL ASSISTANCE FOR SILVER ROD DRIVE SEWER REPAIRS AND SURFACE DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $78,122.50 FOR THE OFFICE OF PUBLIC WORKS.

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

Contract

CONTRACTOR / VENDOR NAME: STATE OF ILLINOIS **VENDOR NO:** 0STA 4950

CONTRACT TERM: **CONTRACT #** AML-GSaE-1305 **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** [X] **Other:** AGREEMENT
[ ] **Low Bid Meeting Specs** [ ] **Exception:**
[ ] **Low Evaluated Bid** **Code Provision:**

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	Object	Amount
1	015	110	SEWR	SEWR	0282	$78,122.50
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: RDimitrova **Date:** 02/10/15
DIRECTOR / SUPERVISOR SIGNATURE Mark Mahn **Date:** 2/9/15
CITY PURCHASING AGENT: [signature] **Date:** 2/10/15

COMMENTS

This agreement accepts financial assistance in the amount not to exceed $78,122.50 from the Illinois Department of Natural Resources for sewer main repairs along Silver Rod Drive and surface drainage improvements which are related to subsidence caused by previous mining activities in the area.

SIGN OFF: [signature] (Mayor's Signature) Walter McCarty (Director of OBM)

9528

No. GFM-260

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH F.O.S. INDUSTRIAL FILTER TECHNOLOGY, INC. FOR FILTER BAG CLEANING ON UNIT 4 IN AN AMOUNT NOT TO EXCEED $157,040.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves a contract with F.O.S. Industrial Filter Technology, Inc. ("FOS") for technical cleaning of the filter bags in Unit 4 in an amount not to exceed $157,040.00, and

WHEREAS, Unit 4 is currently experiencing a 36 MW derate due to high differential pressure across the pulse jet fabricate filter, and

WHEREAS, FOS is the only known company capable of on-line bag cleaning, with no further loss of generation, to regain the 36 MWs, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an agreement with FOS in an amount not to exceed One Hundred Fifty-Seven Thousand Forty Dollars and No Cents ($157,040.00).

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

Section 3. The Payment to FOS for the total maximum amount of One Hundred Fifty-Seven Thousand Forty Dollars and No Cents ($157,040.00) from Account No. 102-100-CAM-7717-1205 is hereby authorized, approved and directed.

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

PASSED: ____________________, 2015 SIGNED: ____________________,2015

RECORDED: __________________, 2015

____
MAYOR

ATTEST: __________________________

Approved as to legal sufficiency:

Todd Greenburg
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

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

MEMORANDUM

TO: Tracy Johansson

FROM: Jay Wavering

DATE: February 16, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with F.O.S. Industrial Filter Technology to on-line bag cleaning of the pulse jet fabricate filter (PJFF) in an amount not to exceed $157,040.00 for the Office of Public Utilities.

Based on the information provided F. O. S. Industrial Filter Technology is the only known company capable of on-line PJFF bag cleaning and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

copy: file

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

For a clean environment!

F.O.S.

F.O.S. Industrial Filter Technology, Inc., 800 Boylston St, 16th Floor, Boston, MA 02199

F.O.S. Industrial Filter Technology, Inc.

800 Boylston Street, 16th Floor,
Boston, MA 02199
Phone: +1 857 453 6689
Fax: +1 857 453 6501
E-mail: info@fos-filtertec.com
Web: www.fos-filtertec.com

CWLP - City Water, Light & Power
Scott M. Rogers
Municipal Center East,
800 E. Monroe St.
Springfield, IL 62757

Quotation

File No.	
Document #:	2015-44540
Date:	02/05/2015
Customer	D60039

Please use for communication.

Shipping Method	Other	Telephone	(857) 453-6689
Terms of.delivery	Reference	Contact	Katharina Krause
	Cust. P.O. No.	Your VAT-No.	

Dear Mr. Rogers,

We are pleased to submit the inquired price estimate of our following services as discussed with Mr. Tom Milcic.

To recommend the cleaning, we need to get another sample filter bag for a further laboratory test. The first test we made last year and the results are not representative anymore for the filters we will find in your dust collector in March. The period between filter extraction and start of cleaning shouldn't extend 30 days to guarantee same cleaning results as we achieved in our laboratory.

This offer is valid for a period of sixty (60) days from date of quotation and for execution until end of April 2015. Thereafter it will be subject to confirmation on both price and delivery prior to our acceptance of any order.

For further questions please do not hesitate to contact me.

Thank you for the opportunity to provide this proposal and we hope it receives your most favorable consideration.

Kind regards

Katharina Krause
CEO / President
F.O.S. Industrial Filter Technology, Inc.

2015-062

Estimated Quote 2015-44540

Item	Art.-Code	Description	Quantity	UOM	Unit price	Amount
1	0035-E	F.O.S. On-Line Cleaning® (patented)	6,624	pc.	22.50	149,040.00

Technical cleaning of your Filter Tubes in built-in condition at your works in Springfield, IL

Top construction: Double beaded snap cuff, top disc
Material: PPS
Dimension of Filter Tubes: Bag house:
5" diameter, 26.5' length

FIXED PRICE including all labor and travel costs.
The service is calculated with 10 technicians, including 2 supervisors, 2 cleaning equipment sets
Cleaning time is expected to be 6 days, 10 hour day shifts and 10 hour night shifts;
with additional 2 days for preparation and trainings before and up to 3 days for additional services after cleaning.

- Without test of tightness
- Without application of calcium carbonate
- Without 2 compressors 175 psi and 450 CFM ready at preparation date (2 days before start of cleaning)

Compressors will be rented by F.O.S. and settled and invoiced after receipt:

Approximately costs incl. transport and gas	2	4,000.00	8,000.00

Unexpected extra work, caused by weather conditions or operational downtime, which is not in the responsibility of F.O.S. will be charged on a T&M basis.

(List of field service rates attached)

The Service- and Assembly works are subject to the attached Service- and Assembly Conditions of the F.O.S.

The following requirements have to be provided by the client:
- Running ID fan with at least 20 % performance – if technically possible
- Lids have to be opened and closed
- Application of calcium carbonate
- Electric connector
- Allocation of a defined disposal area on the factory premises
- Traffic ability of the building lot
- Allocation of a contact person on site

Subtotal excl. taxes US$ 157,040.00

Terms of payment:

10 % at signing	net 15,704.00	US$
90 % after cleaning, inspection and approval	net 141,336.00	US$

Katharina Krause
CEO/ President

Christian Reining
Director

The following services **are included** in our F.O.S. On-Line Cleaning®:

- Removal of blow pipes before cleaning
- Pre-coating of filter tubes after cleaning - powder has to be provided from the client
- Backlight test for leak detection - powder has to be provided from the client
- Replacement of damaged filter tubes up to 10% of all cleaned filter tubes - filter tubes has to be provided from the client
- Reinstallation of blow pipes after cleaning

Terms and conditions apply.

With our F.O.S. On-Line Cleaning® the following savings potential could be activated compared to the replacement of filters:

Item	Description	Quantity	UOM	Unit price	Amount
1	Material: Bag house Filter	6,624	pc.	~ 55.00	364,320.00
2	De- and Remounting				80,000.00
	Costs for replacing				444,320.00
	Costs for Cleaning				157,040.00
	Saving				**287,280.00**
					64.7 %!

The previous calculation includes only savings compared to usage of new material and working hours. Additional, our experiences with other clients in your industry show further saving potential for:

1. **Disposal of old filter tubes.**
2. **Gain in production time - we clean online (n-1).**
3. **No health hazards from removal or installation due to On-line cleaning – filter and cages stay in place during the process!**
4. **Additional profit due to higher production output and lower energy input as shown in the following examples:**

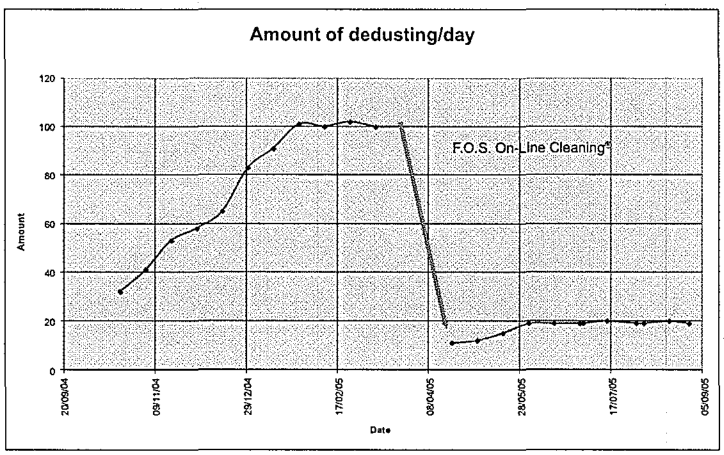
Please have a look to the following examples of additional savings:

Katharina Krause
CEO/ President

Christian Reining
Director

For a clean environment!

Example 1: Waste incinerator, France



For a clean environment!

Comparison: New investment versus cleaning
Example 2: waste incinerator, Spain

New investment

2.048 P84 filter tubes à $ 93.50/piece	$ 191,488
Costs for removal and reinstallation	$ 21,571
(Costs for downtime)	$ 210,656
Overall costs for new investment	$ 423,671
Overall costs for F.O.S. On-Line Cleaning®	$ 69,727

Cost savings incl. downtime (84 %): $ 353,944

excl. downtime (67%): $ 143,288

Katharina Krause
CEO/ President

Christian Reining
Director

For a clean environment!

Additional effect!

Decreased energy costs by reducing compressor performance
Waste incinerator, Spain

Prior cleaning at daytime

1. Compressor at full load 75 KWh $ 142

2. Compressor at part load 15 KWh $ 29

Total energy costs: $ 171

After cleaning at daytime

1. Compressor at part load 20 KWh $ 38

2. Compressor OFF 0 KWh $ 0

Total energy costs: $ 38

Overall cost savings: $ 133/day x 365 days $ 48,545/year
~ 20 t CO_2 /p.a.

(70 KWh x 365 days x 800kg CO_2/MWh of caloric energy)

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Example 3: Waste incinerator, Great Britain

2.240 filter tubes, Ø 160x 5.000 mm, P84

Average value at steam production > 20	Prior F.O.S. On-Line Cleaning®		After F.O.S. On-Line Cleaning®		Difference	
	Line 1	Line 2	Line 1	Line 2	Line 1	Line 2
Steam flow(t/h)	29.8	29.7	33.8	34.9	13.4%	17.5%
Differential air pressure (mBar)	0.335	0.335	0.26	0.274	- 22.4%	-18.2%
Exhaust gas temperature (°F)	284.4	302.5	303.4	302.9	6.7%	0.1%

Benefit analysis		
Additional steam production after F.O.S. On-Line Cleaning®	9,2 t/ h	
Potential additional waste throughput	3,0 t/ h ⟹	**$ 2,862,713/ a** 1.772.578 £/ a
Potential additional electricity production	1,93 MW ⟹	**$ 1,623,223/ a** 1.005.092 £/ a

Base: 73 £/t bin taxes
65 £/MWh electricity tariff(applicable for Great Britain)
8000 hours annual run time
Ratio waste/steam 1:3
Exchange rate : 1£/1,615 $ (09/18/2013)

Katharina Krause
CEO/ President

Christian Reining
Director

For a clean environment!

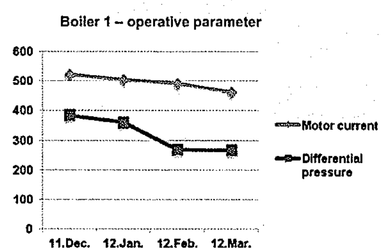
Example 4: Waste incinerator, Great Britain

2.448 filter tubes, Ø 160x 4.200 mm, P84

Operative comparison prior/ after F.O.S. On-Line Cleaning®

Boiler1

	Motor current vacuum fan A	Differential pressure filter mmWG
Prior (11.Dec)	522	384
Prior (12. Jan)	504	360
After (12.Feb)	491	269
After (12.Mar)	462	267
Difference	-36	- 207



Energy savings equivalent to:	**$ 25,565/ a** **15.830 £/ a**

Exchange rate: 1£/1,615 $ (09/18/2013)

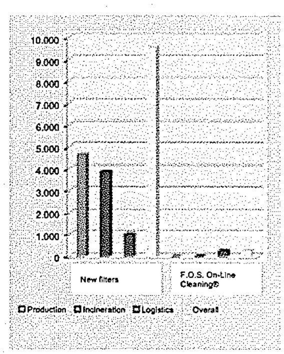
For a clean environment!

Environmental performance evaluation for F.O.S On-Line Cleaning®

New investment versus cleaning

Example: Filter tubes for a MWI, 1.200 units (Ø 6.3" x 19' 8" length), 100% PTFE
Distance from customer: 310 miles

New investment	
Production 1	4,620.91 lb CO²
Incineration/Disposal 2	3,860.78 lbCO²
Logistics 3	1,022.50 lb CO²
Overall:	**9,504.19 lb CO²**
F.O.S. On-Line Cleaning©	
Logistics 3	262.79 lb CO²
Overall:	**262.79 lb CO²**



Reduction of CO_2-emissions by 9,241.4 lb (97%)!

1 Technical university, Dresden, E. Günther, 2006, on base of filter tubes with PTFE-membrane
2 Chemie der Nichtmetalle, Ralf Steudel, 1998
3 http://www.dekra-online.de/

Katharina Krause
CEO/ President

Christian Reining
Director

General Terms and Conditions of the F.O.S. Industrial Filter Technology, Inc.

1. General
1.1 The following General Terms and Conditions apply to all delivery and side transactions of the F.O.S. Industrial Filter Technology, Inc., 800 Boylston Street, 16th Floor, Boston, MA 02199 (hereafter jointly "supplier"), as a supplement to individual contractual agreements and exclusively towards business customers/clients (companies).
1.2 Any Terms and Conditions by the client deviating from these Terms and Conditions do not apply.
1.3 All contractual arrangements, in particular assurances and/or agreements of properties must be in writing to be valid. The same applies to contractual arrangements that are made after the conclusion of the contract.
1.4. Companies in the sense of these Terms and Conditions are natural or legal persons or partnerships with legal capacity that enter into a business relationship with F.O.S. who act in a commercial or independent professional capacity.
2. Quotes
All quotes of the supplier are understood to be subject to change.
3. Order acceptance
3.1 Orders only lead to the conclusion of a supply contract after order confirmation by the supplier and client.
3.2 The client (ordering party) is bound to the order for the duration of 6 weeks after receipt of the order by the supplier.
4. Delivery object
4.1 Only those specifications are generally considered agreed as properties of the delivery object and/or service/product which are contained in the quote and/or acceptance by the supplier, also if they deviate from any previous order of the client. Specifications of the supplier do not represent a guarantee or assurance but merely a product description.
4.2 Public statements, promotions, or advertising by the supplier represent neither a specification of contractual properties of the delivery object nor a guarantee or assurance. The supplier provides a guarantee only if it is expressly described as such in writing.
4.3 In case of custom-made products based on clients wishes, the client acknowledges that changes may occur due to technical, legal, or physical circumstances during production which could not be foreseen at the time the order was accepted, confirmed, or at the time production was started. If the supplier informs a company in writing of such changes in form of the order confirmation or at a later point, the company acknowledges them unless he files a complaint in writing within 8 days after receipt.
4.4 The supplier reserves the right to technical innovations or deviations of the delivery object if they should become necessary due to changed regulations, laws, or production techniques and are reasonable for the client.
4.5 If the client desires changes to the delivery object after conclusion of the contract, these shall be agreed in writing including any resulting changes to price and delivery schedule.
4.6 If the special wish of a client result in special technical designs, calculations, and idea developments, then these representations shall be subject to copyrights pursuant to § 2 UrhG [German Copyright Act]. Any independent economic exploitation of the representation by the client or third parties acting through him obligate him to pay 5% of the value of the object that use the representation as production basis.
4.7. The supplier is entitled to make surplus deliveries with respect to the ordered quantity to the extent of up to 10% if the raw materials necessary for production (e.g. fleeces) are standardly supplied in such quantities or dimensions by the upstream supplier that result in a corresponding surplus production through proper processing. In this case, the client shall pay the supplier for the surplus delivery at the same percent ratio.
5. Prices
5.1 Unless separately listed, all prices listed by the supplier do not include taxes.
5.2 If taxes are listed separately or if prices are expressly listed as including taxes, the applicable taxes shall always be the tax rate valid at the time the invoice is created, even if it deviates from the listed rates.
5.3 The price for a delivery object that is to be manufactured individually only per order and which is listed by the supplier at the time the contract is concluded, applies subject to unchanged production costs (in particular salary and material costs) between the time the contract is concluded and the completion of the delivery object. The supplier is entitled to charge a higher purchase price corresponding to the increase of production costs. If the price increase is more than 10%, the client is entitled to withdraw from the purchase agreement.
5.4 If circumstances for which the client is responsible or a client wish to postpone the order lead to increases in production costs of the delivery object, then the supplier is entitled to charge a higher purchase price corresponding to the increased production costs even if as an exceptional case a fixed price was expressly agreed or delivery objects other than those mentioned in No. 5.3 are concerned.
5.5 There will also be a price increase in case of surplus deliveries pursuant to No. 4.7 up to the extent of at most 10% of the originally agreed price.
6. Agreement of delivery dates
6.1 Delivery dates must be agreed in writing. Delivery dates marked with "ca." are non-binding. They may be exceeded up to 6 weeks.
6.2 If there is a delay in the receipt of an agreed down payment, the provision of implementation details that remained unresolved at the time the contract was concluded, or the delivery of parts that the client must supply per agreement, then the delivery date shifts corresponding to then delivery deadlines for the receipt of payment and/or notification of the supplier.
6.3 If the originally agreed delivery date is delayed upon request of the client or due to reasons for which he is responsible the client shall carry any resulting consequences, including revised production scheduling.
6.4 For delivery objects from the individual production of the supplier according to special wishes of the client, adherence to the agreed delivery date depends of the timely receipt of needed materials at the supplier.
7. Delivery and default
7.1. The supplier generally delivers ex factory. The supplier is not obligated to take back transportation or other packaging as defined in the "Packaging Ordinance". The client is obligated to ensure proper disposal of single-use packaging (cardboard packaging, shrink wrap etc.) at his own expense. Reusable transportation materials, such as pallets and pallet cages shall only be borrowed to the client; the client shall return them in proper condition, i.e. undamaged, clean, and empty at the location of the supplier without delay and at his own expense. If the transportation materials or not returned in proper condition, the supplier is entitled to remove the damage or dirt without further reminder or notice period or have them removed. The client shall reimburse any costs arising in this connection. If it is not possible to clean or repair them, the client shall reimburse their replacement value.
7.2 If the product is to be shipped, the risk of accidental destruction and deterioration of the delivery object transfers to the client when the object is handed to the shipping company or any other person or institution assigned for the transportation.
7.3 If the client defaults with acceptance, this is equal to a physical transfer.
7.4 The client may ask for delivery within a suitable period of time six weeks after a non-binding delivery date or a non-binding delivery date of the supplier is exceeded. The supplier is in default after the expiration of a suitable grace period in the reminder to be sent to the supplier. If the client also wishes to withdraw from the contract and/or to demand damages instead of delivery, he must give the supplier a suitable grace period for delivery after the expiration of the six-week period pursuant to No. 6.1.
7.5 If a binding delivery date is exceeded, the supplier is in default already at the time the delivery date is exceeded.
7.6 Force majeure or operational disruptions occurring at the supplier or his suppliers, which through no fault of his own temporarily hinder the supplier from delivering the delivery object on the agreed date or within an agreed period shift the dates defined in Section 6 and No. 7.1 to 7.6 of this section by the period of the service disruption caused by these circumstances. If corresponding disruptions lead to a delay in delivery of more than four months, the client may withdraw from the contract. This does not affect other rights to withdrawal.
8. Acceptance
8.1 The supplier shall inform the client of the provision by notification in writing or remittance of an invoice with corresponding information.
8.2 The client has the right to inspect the delivery object within 8 days after receipt of the provision notification at the agreed place of transfer.
8.3 If the client is in default of acceptance of the delivery object for more than 8 days after receipt of the provision notice, then the supplier is entitled after setting a grace period of 8 days to demand fulfillment of the contract or withdraw from the contract, as well as to demand damages in addition to or instead of fulfillment and/or withdrawal. It is not necessary to set a grace period if the client seriously and finally refuses acceptance. If the supplier demands damages instead of fulfillment, then it shall amount to 15% of the purchase price, in case of custom-made products 30% of the purchase price. The client is expressly permitted to prove that no damages were incurred at all or is significantly lower than claimed. The supplier reserves the right to provide proof that incurred damages were higher.
8.4 A prerequisite for delivery is payment of the delivery object and/or fulfillment of any supplementary regulations for the purchase price agreed in writing.
9. Down payments
9.1 Down payments are payable immediately upon receipt of the order confirmation unless otherwise agreed. The supplier begins with the production of the ordered goods only after receipt of the agreed down payment.
9.2 If the client defaults on an agreed payment for more than 8 days after it is due, then the supplier is entitled after setting a grace period of 8 days to demand fulfillment of the contract or withdraw from the contract, as well as to demand damages in addition to or instead of fulfillment and/or withdrawal. It is not necessary to set a grace period if the client seriously and finally refuses to make the down payment. If the supplier demands damages instead of fulfillment, then it shall amount to 15% of the purchase price, in case of custom-made products 30% of the purchase price. The client is expressly permitted to prove that no damages were incurred at all or is significantly lower than claimed. The supplier reserves the right to provide proof that incurred damages were higher.
10. Payment
10.1 The purchase price plus fee for ancillary services is due in cash minus any paid down payments within 30 days written invoice to client. If the client is in default of payment of the agreed purchase price, then the supplier is entitled after setting a grace period of 8 days to demand fulfillment of the contract or withdraw from the contract, as well as to demand damages in addition to or instead of fulfillment and/or withdrawal. It is not necessary to set a grace period if the client seriously and finally refuses acceptance and/or payment. If the supplier demands damages instead of fulfillment, then it shall amount to 15% of the purchase price, in case of custom-made products 30% of the purchase price. The client is expressly permitted to prove that no damages were incurred at all or is significantly lower than claimed. The supplier reserves the right to provide proof that incurred damages were higher.
10.2 The supplier accepts exclusively the following payment methods:

- 1. Cash,
- 2. checks with separate irrevocable confirmation of redemption by a German bank or Sparkasse or checks made out to a national central bank (LZB check) or
- 3. credit on an account of the supplier.

11. Retention of ownership

11.1 The supplier retains ownership of the goods until all claims from a current business relationship have been paid in full. In addition to the secured claims, this includes all claims from the business relationships of the client with the F.O.S. Umwelt- und Filtertechnik Deutschland GmbH and the F.O.S. Service GmbH, i.e. if e.g. there are open claims of the F.O.S. Service GmbH, it has the rights to retention of ownership w.r.t the goods that were delivered by the F.O.S. Umwelt- und Filtertechnik Deutschland GmbH or vice versa. The client agrees that the company that still has open claims has the right to security rights from the retention of ownership.
11.2 The supplier may demand return of the delivery object if the client is in default with payments or has not fulfilled his obligations from the following No's. 11.6 and 11.7 or the following No. 11.9 despite written reminder. The demand for return and/or repossession of the delivery object does not constitute a declaration of withdrawal. Should a third party, during the time in which the delivery object is still owned by the supplier, have come into possession of the delivery object through the client, then the client hereby cedes his claim for return against the third party in advance to the supplier.
11.3 If the supplier demands the return of the delivery object for non-payment, the client is obligated to return the delivery object or pay in full immediately, notwithstanding any retention rights unless they are based on the purchase contract. If the client fails to hire an expert to determine the estimated value of the returnable delivery object, then the supplier is entitled to exploit the delivery object in the best possible manner by selling it on the open market.
11.4 The client shall carry all costs for the return and exploitation of the purchase object. The exploitation costs shall amount to 10% of the exploitation revenue without proof. The client is expressly permitted to prove that no such costs were incurred at all or are significantly lower than claimed. The supplier reserves the right to provide proof that the costs were in fact higher.
11.5 As long as the retention of ownership exists, any sale, mortgaging, use as collateral, rental, or other cessation or change of the delivery object affecting the security of the supplier is only possible with prior written consent of the supplier.
11.6 In the case of third-party access, in particular in case of a mortgage of the purchase object or exercise of a company right of lien by a workshop, the client shall immediately inform the supplier in writing and immediately inform the third party of the retention of ownership of the supplier and support the supplier in the assertion of his rights to the best of his ability.
11.7 The client has the duty to maintain the delivery object properly during the retention of ownership period and have all maintenance work planned by the supplier and necessary repairs performed immediately - with the exception of emergencies - either by the supplier or a specialized company accredited by the supplier for the maintenance of the delivery object.
11.8 If the client purchases the delivery object for resale with the written agreement of the supplier, then he is permitted to do so under the following conditions:
The client shall ensure that the retention of ownership of the supplier to the delivery object remains in force, that acquisition in good faith by a third party is excluded through notification of the retention of ownership, and that the third party buyer fulfills all obligations pursuant to the above No's. The client is obligated to inform the supplier in time of the resale of the delivery object with name and address of the buyer, so that the supplier is in a position to object to the resale if this appears to endanger the rights of the supplier. The claims of the client from the resale of the delivery object are hereby already assigned to the supplier in advance. The client is authorized to collect and use the claims from the resale despite assignment to the supplier as long as he fulfills his payment obligations to the supplier in a timely manner.
11.9 The supplier is obligated to release the securities to which he has the right if the value of the collateral exceeds the claims to be secured by more than 20%. The supplier selects the collateral to be released.

12. Defects

12.1 Clients must inform the supplier in writing of obvious defects within a period of ten days after receipt of the goods or the assembly or the service or discovery oft he defect; otherwise the enforcement of guarantee claims is excluded. The deadline is met if the notification is received on time by the supplier. The company carries the full burden of proof for all claim conditions, in particular for the defect itself, for the time the defect was determined, and for the timeliness of the defect complaint.
12.3 In case of defects in the delivery object, the supplier shall initially provide replacement services of his own choosing either through repair or replacement delivery.
12.4 If an inspection of the delivery object, the assembly, or the services by supplier and/or a contractor hired by him for this purpose finds that the defect claimed by the client does not exist, then the client is obligated to reimburse the supplier for any incurred expenses for the inspection and transportation and/or travel in the amount of the usual remuneration.
12.5 If the replacement service fails, the client may generally demand a price reduction (abatement) or annulment of the contract (withdrawal), as he chooses. However, in case of only minor contractual violations, in particular in case of only minor defects, the client does not have the right to withdraw.
12.6 If the client elects to withdraw from the contract due to a legal or material defect after failed replacement service, he is not additionally entitled to damage claims due to the defect.
12.7 If the client elects to claim damages due to the material defect after failed replacement service, the delivery object shall remain with the client if this is reasonable for the client. This does not apply if the supplier has maliciously caused the contractual violation.
12.8 If the client receives a defective operational or assembly manual, the supplier is merely obligated to deliver a defect-free operational or assembly manual and this also only if the defect of the operational or assembly manual stands in the way of the proper operation or assembly of the delivery object.
12.9. If the client does not follow operation or maintenance instructions of the supplier, performs changes that were not first discussed with the supplier, replaces parts, or uses consumables that do not meet the specification, in particular the original specifications of the supplier, then the liability of the supplier for material defects lapses; exceptions only apply if the client proves that the guarantee case is not due to one of the above mentioned liability exclusions.
12.10 Claims due to defects expire within one year after delivery of the delivery object. This does not apply of the supplier has acted maliciously.

13. Limitation of liability

13.1 If the supplier is required to reimburse negligently caused damages based on the legal regulations according as provided by these conditions, then he has limited liability. The liability only consists in case of a violation of essential contractual duties and is limited to the typical damage foreseeable at the time the contract was concluded and at the same time to a maximum of € 5,000,000. This limitation does not apply in case of damage to life, limb, and health. If the damage is covered by an insurance taken out by the client for the respective damage case (excluding fixed-benefit insurance), the supplier is only liable for connected detriment of the client, e.g. higher insurance premium or interest penalties until the insurer pays for the damages.
13.2 Damage claims of the client due to a defect expire after one year after delivery of the delivery object. This does not apply of the supplier has acted maliciously.
13.3 Independent of the fault of the supplier, possible liability in case of fraudulent concealment of the defect or from accepting a guarantee, an acquisition risk, and in accordance with the Product Liability Act is not affected by this.
13.4 The liability due to delivery default is conclusively regulated in Section 7.
13.5 The supplier is not liable for the delivery object corresponding to the public regulations applicable to the client and his company. Unless the supplier was aware of this or was informed of this by the client at the time the contract was concluded.
13.6 This does not include personal liability of the legal representatives, subcontractors, and company employees of the supplier for damage they cause due to slight negligence.

14. Miscellaneous

14.1 The invalidity of a contractual regulation individually negotiated with the client or a clause of the General Terms and Conditions does not result in the invalidity of the remaining contract.
14.2 Illinois law applies to the contractual relationships. The validity of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UNCITRAL) is excluded.
14.3 Should regulations of these General Terms and Conditions or the contract between client and supplier be or become invalid, this shall not affect the validity of the remaining regulations. That valid regulations shall be considered agreed upon which comes closest to the intended purpose of the invalid clause. Should it not be possible to interpret a contractual or there be gaps in the contract that cannot be closed by interpretation, then the parties undertake to agree to a new regulation that comes as close as possible to the intended economic purpose and/or closes the contractual gap in a way that corresponds to what the parties would have agreed on according to the purpose of the contract if they had considered the matter in the first place.

Concealed Carry
The City of Springfield, Illinois, is a unit of local government; therefore all persons are prohibited from carrying a concealed weapon(s) onto City property. Violators will be prosecuted under the law, and the City may immediately declare the Vendor in default and terminate this Agreement.

Non-Barring from Bidding
The supplier 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 Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency
The supplier certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

All applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full. This contract shall be governed by the laws of Illinois without regard to its conflicts rules. Venue shall be in the U.S. District Court for the Central District of Illinois.

Unauthorized charges against city contracts.

This contract does not authorize an expenditure of client funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. The supplier 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 Springfield City Council.

Prevailing Wage Act
The agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

End of General Terms and Conditions As of 02/2015

2015-062

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-062
DATE OF 1ST READING: 02-17-15
ORDINANCE REQUEST NUMBER: GFM-260

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 157,040.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Sole Source

ACCOUNTING INFORMATION: 102-100-CAM-7717-1205

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: F.O.S. Industrial Filter Technology, Inc. CONTRACT AMOUNT: $ 157,040.00
(Original Amount if Change Order)

CONTRACT TERM: _______ TYPE OF AWARD: Sole Source

CHANGE IN SCOPE ___ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0.00

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

This is a new contract for technical cleaning of the filter bags in Unit 4.

This ordinance approves a contract with F.O.S. Industrial Filter Technology, Inc. ("FOS") in an amount not to exceed $157,040.00, for filter bag cleaning. Unit 4 is currently experiencing a 36 MW derate due to high differential pressure across the pulse jet fabricate filter.

FOS is the only known company capable of on-line bag cleaning, with no further loss of generation, to regain the 36 MWs.

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

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

Ordinances that are Tabled or Remaining in Committee

March 3, 2015

2012-123

AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.44 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO WRITTEN EVIDENCE OF AGE AND IDENTITY

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, Chapter 90, Section 90.44 provides for written evidence of age and identity by a licensee of the prospective recipient of any alcoholic liquor; and

WHEREAS, it is in the best interest of the City of Springfield to amend Chapter 90, Section 90.44 of the 1988 City of Springfield Code of Ordinances, as amended, to require a motor vehicle operator's license as the only form of written evidence eligible to be provided by a recipient of any alcoholic liquor at a drive-up window of a licensee's establishment.

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

<u>Section 1</u>: The City Council of the City of Springfield, Illinois, hereby amends Chapter 90, Section 90.44(a)(1) of the 1988 Springfield City Code of Ordinances, as amended, as follows:

ARTICLE V. MISCELLANEOUS VIOLATIONS AND REQUIREMENTS

§ 90.44. Determination of age and identity.

(a) (1) Any person from whom such written evidence is demanded shall display his motor vehicle operator's license, secretary of state's identification card, federal selective service card, federal armed forces identification card, or other written evidence of age and identity issued by a public officer in the performance of his official duties. <u>A licensee shall require any prospective recipient of alcoholic liquor from a drive-up window at the licensee's establishment to display the recipient's motor vehicle operator's license or, if the recipient is a passenger in a motor vehicle, the driver of that motor vehicle to display the driver's motor vehicle operator's license.</u>

(2) and (3) (Language shall remain the same)

<u>Section 2</u>: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

<u>Section 3</u>: That this ordinance shall become effective immediately upon its passage, recording by the City Clerk and publication in pamphlet form.

PASSED: ____________________, 2012 **SIGNED: ________________, 2012**

RECORDED: ________________, 2012

____
Mayor J. Michael Houston

ATTEST: ____________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

<u>Requested by: Alderman Cahnman</u>

[signature] / 3/6/12
Office of Corporation Counsel / Date

S:\WPDOCS\ORDINANC\CODE\Ch 90 90.44 age and identity drive-up windows Cahnman.doc 2012-123; 3-6-12 cc

AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.002, AND CHAPTER 36, SECTION 36.05(c) OF THE 1988 CITY OF SPRINGFIELD, CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RESIDENCY REQUIREMENTS FOR APPOINTMENTS TO BOARDS AND COMMISSIONS

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, Chapter 33 of the 1988 City of Springfield Code of Ordinances, as amended, pertains to boards, commissions and subordinate departments within the City of Springfield; and

WHEREAS, Chapter 33, Section 33.002, pertains to appointments to boards, commissions, etc.; and

WHEREAS, Chapter 36, Section 36.05(c), pertains to residency requirements for employees, but unnecessarily includes a provision pertaining to appointments to boards, commissions, etc.; and

WHEREAS, it is desirable to amend Sections 33.002 and 36.05(c) to require that appointments to boards, commissions, etc. live within the corporate limits of the city.

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

Section 1: That the City Council hereby amends Chapter 33, Section 33.002, of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 33.002. - Boards, commissions, etc.; creation, appointment, residency and removal.

(a) The members of any city board, commission, bureau, agency or council shall, except as otherwise provided by this Code, be appointed subject to city council confirmation, by the mayor. Once appointed, the members shall, except as otherwise provided by this Code, be subject to removal by the mayor and shall serve at his pleasure.

(b) The members of any board, commission, bureau, agency or council created by statute or by some other governmental body, wherein the city is given the right to appoint and/or remove members thereof, shall be appointed and/or removed in the manner prescribed therein unless the city, pursuant to its home rule power, is entitled to and does in fact alter the manner of appointment and/or removal.

(c) All individuals appointed by the city council or any of its individual members to serve on boards, bureaus, and commissions shall reside within the corporate limits of the city unless otherwise approved by the city council.

(d) Terms of office of all members of city boards, commissions, bureaus, agencies or councils shall be as specified in the ordinance creating them and until their successors are appointed and confirmed by the city council.

~~(d)~~ (e) A vacancy on any city board, commission, bureau, agency or council shall be filled in the same manner as the original appointment for the remainder of the unexpired term, unless otherwise provided by this Code.

~~(e)~~ (f) All city boards, commissions, bureaus, agencies or councils in existence on November 30, 1987, shall continue in existence unless and until changed by the city council. All members thereof shall continue to serve until their terms expire or they are removed in accordance with law or this Code. For the purposes of administrative supervision, the respective city boards, commissions, bureaus, agencies and councils shall be subordinate to the executive assistant to the mayor.

~~(f)~~ (g) All city boards, commissions, bureaus, agencies or councils shall have authority to ratify, adopt and amend by-laws to provide internal governance, structure and rules to be applied during their respective meetings.

(Ord. No. 171-2-91, 2-19-91; Ord. No. 850-11-93, § 1(Ord. 526-6-87, § 5-3), 11-2-93; Ord. No. 670-9-95, § 1, (Exh. B), 9-19-95; Ord No. 395-7-00, § 1, 7-5-00; Ord. No. 585-10-03, § 1(Exh. 1), 10-21-03; Ord. No. 371-07-04, § 1, 7-6-04)

Section 2: That the City Council hereby amends Chapter 36, Section 36.05, of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 36.05. - Residency requirement.

(a) The following persons employed by the city shall maintain their bona fide residence within the corporate limits of the city during all periods of service with the city: the executive assistant to the mayor, the corporation counsel, the director of the office of budget and management, the director of the office of planning and economic development, the director of the office of human resources, the director of the office of public utilities, the director of the office of public works, the director of homeland security, the director of the office of information systems, the director of the office of inspector general, the director of the office of communications, the director of the office of community relations, the director of the office of education liaison, the director of the convention and visitors bureau, the director of the office of public health, the chief of the fire department and the chief of the police department. The terms "reside" and "residence" denote that a person has a permanent abode or home in a particular place, and a person may not have a permanent residence in two places at the same time. In order to have one's residence in a particular place, one must both establish a physical presence there and have the intent to make that place his permanent residence.

(b) The failure of any person described in subsection (a) to maintain their residency within the corporate limits of the city as required by subsection (a) shall be grounds for discharge.

~~(c) All individuals appointed by the city council or any of its individual members to serve on boards, bureaus, and commissions, after January 1, 1989, shall reside within the corporate limits of the city unless otherwise approved by the~~

~~city council. This restriction will not pertain to any special advisory committees that may periodically be established by the city council or to the building code board of appeals, the electrical commission, the plumbing commission, the elevator commission or the mechanical commission.~~

(~~d~~c) No nonresident under subsection (a) shall be employed for more than 12 months after beginning such employment unless he shall have moved within the corporate limits.

(Ord. No. 727-12-00, § 1, 12-19-00; Ord. No. 585-10-03, § 1(Exh. 1), 10-21-03; Ord. No. 773-11-05, § 1, 11-1-05)

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: That this ordinance shall become effective immediately upon its passage and publication in pamphlet form.

PASSED:____________________**, 2013**

RECORDED:__________________**, 2013**

ATTEST:________________________
City Clerk Cecilia K. Tumulty

Requested by: Alderman Gail Simpson

SIGNED:____________________**, 2013**

____
Mayor J. Michael Houston

Approved as to legal sufficiency:

Mark Hill / 5/2/13
Office of Corporation Counsel / Date

2013-174

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING:

OFFICE REQUESTING: Alderman Simpson
CONTACT PERSON: Joe Davis
PHONE NUMBER: 789-2151

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

TYPE OF ORDINANCE: Amend City Code
FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.002, AND CHAPTER 36, SECTION 36.05 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RESIDENCY REQUIREMENTS FOR APPOINTMENTS TO BOARDS AND COMMISSIONS

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						
2						
3						
4						

FUNDS CHECK BY: vam	Date: 5-1-13
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

SIGN OFF:

(Mayor's Signature)

2013-1675
4/16/13ce
8723
(Director of OBM)

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The information supplied on this form is not confidential information.

Revised 5/26/04

AN ORDINANCE AMENDING CHAPTER 36 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, REGARDING WHISTLEBLOWING FOR THE OFFICE OF HUMAN 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, these proposed changes implement a policy for whistleblowing, and

WHEREAS, the policy provides procedures and protections for City employees who report fraud and misconduct by other City employees, and

WHEREAS, it is in the best interest of the City to amend Chapter 36.

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

Section 1: The City Council of the City of Springfield, Illinois, hereby amends Chapter 36 of the 1988 City of Springfield Code of Ordinances, as amended, as outlined in Exhibit A of this Ordinance, which is attached hereto and made a part hereof.

Section 2: The City of Springfield Office of the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: This ordinance shall become effective 10 days after its passage, publication in pamphlet form, and recording with the City of Springfield Office of the City Clerk.

PASSED: ______________________, **2013** **SIGNED:** ______________________, **2013**

RECORDED: __________________, **2013**

____
Mayor

ATTEST: ________________________
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

John C. Mehlick 10/10/13
Office of Corporation Counsel / Date

EXHIBIT A

CHAPTER 36. EMPLOYMENT POLICIES

ARTICLE IX. STATE OFFICIALS AND EMPLOYEES ETHICS ACT

§36.79. Reserved.

§36.80. Whistleblower Policy.

(a) Purpose.

The City of Springfield encourages employees who have good-faith concerns regarding wrongful conduct to report such concerns. The purpose of this policy is:

(1) To define employee and management responsibility for reporting fraud, potential or actual, or misconduct and to establish procedures for addressing wrongful conduct, and

(2) To protect any employee who engages in good faith disclosure of alleged wrongful conduct to the City.

(3) To offer guidance on conflict of interest, whistleblowing, or violation of the gift ban act.

Specifically, this policy encourages employees to disclose serious breaches of conduct covered by City policies or state/federal law and protects employees from reprisal by adverse employment action as a result of having disclosed wrongful conduct or participated in an ethics-related investigation. Nothing in this policy is intended to interfere with legitimate employment decisions.

The Director of Human Resources shall serve as the City's Ethics Officer and shall act as a resource for any questions or concerns regarding the interpretation of this policy.

(b) Wrongful Conduct.

Wrongful conduct can entail the following:

(1) A serious violation of City policy;
(2) A violation of applicable state or federal law, regulation or rules;
(3) Embezzlement or other financial irregularities; and/or
(4) Fraudulent/gross misuse of City property, resources or authority.

Examples of wrongful misconduct covered under this policy include but are not limited to such actions as:

(1) Theft, misappropriation, destruction, removal, or concealment of City resources;
(2) Forgery, falsification, or alteration of documents;
(3) Improprieties/misrepresentation in the handling or reporting of money or financial transactions;
(4) Authorizing or receiving payment for goods not received or services not performed;
(5) Misuse of City facilities;
(6) Accepting or offering bribes, kickbacks, or rebates; and/or
(7) Actions relating to concealing or perpetuating above mentioned activities.

Those acting on behalf of the City have a general duty to conduct themselves in a manner that will maintain and strengthen the public's trust and confidence in the integrity of the City and take no actions incompatible with their obligations to the City. City employees are responsible for safeguarding City resources and ensuring that they are used only for authorized purposes, in accordance with City rules, policies, and applicable law.

It is a violation of City policy for any employee to receive or use City resources for non-City purposes or personal gain. Management employees are responsible for detecting fraudulent activities or misconduct in their areas of responsibility. Each manager should be familiar with the types of improprieties that might occur in his/her area and be alert for any indication that improper or dishonest activity is or was in existence in his or her area. When dishonest or improper activity is detected or suspected, management should determine whether an error or misunderstanding has occurred or whether possible fraud exists.

(c) Employee Responsibility Regarding Wrongful Conduct.

An employee who has particular knowledge of specific acts, which the employee in good faith believes, constitute wrongful conduct should disclose the conduct to the employee's supervisor or any appropriate member of management. If the wrongful conduct involves the employee's supervisor, the disclosure may be made to another supervisor, a Division Head, a Department Head, the Director of Human Resources, the Corporation Counsel or the Mayor.

The reporting employee shall refrain from further involvement in the matter unless directed by the Director of Human Resources or the Corporation Counsel. City employees are required to cooperate with the City of Springfield and law enforcement agencies in the detection, reporting and investigation of wrongful conduct.

(d) Confidentiality.

In matters of disclosure, the City will make all reasonable efforts to respect the confidentiality of the employee making the disclosure as long as maintaining confidentiality does not interfere with conducting an investigation of the specific allegations, taking corrective action, or in circumstances when (1) the employee agrees to be identified; (2) identification is necessary to allow City or law enforcement officials to investigate or respond effectively to the report; (3) identification is required by law; or (4) the accused person(s) is entitled to the information in a disciplinary proceeding. Where findings are required to be reported to any outside agency or entity, findings will be timely reported. The City maintains records of these allegations.

(e) Retaliation Prohibited.

Retaliation is defined as reprimand, discharge, suspension, demotion or denial of promotion or transfer, or change in the terms and conditions of employment that occurs in retaliation for an employee's good faith disclosure of wrongful conduct of another City employee.

Retaliation for disclosing or threatening to disclose wrongful conduct under this policy is strictly prohibited. Retaliation for providing information to or testifying before any public body conducting an investigation hearing or inquiry into a violation of law, rule or regulations is also strictly prohibited.

The City will investigate all complaints of retaliation and will take appropriate corrective action against any employee who engages in retaliation, up to and including dismissal.

(f) False Allegation.

Any employee who provides false information or makes a false report of wrongful conduct or a subsequent false report of retaliation will be subject to disciplinary action, up to and including discharge.

2013-397

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: Oct. 15, 2013

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: J. Michael Houston
PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: Amend City Code

FISCAL IMPACT: n/a

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 36, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, TO ADD A NEW PROVISION ADOPTING A WHISTLEBLOWER POLICY.

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						
2						
3						
4						

FUNDS CHECK BY: wsw	**Date:** 10-9-13
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

This amendment codifies a policy regarding whistleblowing. It provides procedures and protections for employees who report fraud and misconduct by other City employees.

SIGN OFF: (Mayor's Signature) (Director of OBM) 8954

S:\Excel\Fact Sheets\Ch 36 Whistleblower policy.xlsCh 36 Whistleblower policy.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

AN ORDINANCE AMENDING THE SPRINGFIELD CITY CODE OF ORDINANCES, 1988, AS AMENDED PERTAINING TO APPOINTMENT OF PERSONS SUBORDINATE TO THE DIRECTOR OF A DEPARTMENT OR OTHER BODY

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

SECTION 1: That Section 33.001(a) of the Springfield City Code of Ordinances, 1988, be amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

§ 33.001. Department heads; appointments and removal.

(a)The person filling the top level full time staff position in a city department, board, commission, bureau, agency or council, regardless of the person's title, shall, except as otherwise provided by law or ordinance, be appointed by ~~the director to whom he is subordinate, subject to the approval of~~ the mayor, with the advice and consent of ~~and confirmation by~~ the city council.

SECTION 2: That Section 33.017 of the Springfield City Code of Ordinances, 1988, be amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

§ 33.017. Department manager.

The department of administrative service shall be headed by a department manager appointed by ~~the general manager with the approval of~~ the mayor ~~and~~ with the advice and consent of the city council

SECTION 3: That Section 33.147 of the Springfield City Code of Ordinances, 1988, be amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

§ 33.147. Department manager.

The department of utility finance shall be headed by a department manager appointed by ~~the general manager with the approval of~~ the mayor.

SECTION 4: This ordinance shall be effective ten days after the date of its publication as provided by law.

PASSED: ____________________, 2014

SIGNED: ______________________, 2014

RECORDED: ________________, 2014

____
MAYOR

ATTEST: ______________________
City Clerk

Requested by: Alderman Cahnman

Approved as to legal sufficiency:

Todd Snively 2/17/14
Office of Corporation Counsel / Date

AN ORDINANCE ESTABLISHING A MACARTHUR BOULEVARD CORRIDOR TAX INCREMENT FINANCE ADVISORY GROUP

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, in accordance with "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, *et seq.* and pursuant to ordinances passed by the City Council February 21, 2012, the City established the MacArthur Boulevard Corridor Tax Increment Financing Redevelopment Project Area and Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the MacArthur Boulevard Corridor; and

WHEREAS, to assist City Council members in the exercise of their Legislative Authority in evaluating ordinances pertaining to the redevelopment of the MacArthur Boulevard Corridor area, an Advisory Group shall be formed to help advise upon the appropriateness, priority, and value of requests to use Tax Increment Financing (TIF) funds within the MacArthur Boulevard Corridor TIF Project Area.

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

Section 1: That a MacArthur Boulevard Corridor TIF Advisory Group shall be formed to help review ordinances requesting TIF funding within the MacArthur Boulevard Corridor TIF Project Area. The Advisory Group shall be made up of individuals and representatives of organizations that have experience in development or a commitment to the improvement of the MacArthur Boulevard Corridor neighborhoods and will be chosen from organizations such as the MacArthur Boulevard Association, businesses, and residents in or near the Project Area. The Group shall consist of 5 members: the MBA President or representative, three members chosen by the Ward 7 Alderman, and one member chosen by the adjoining Ward 6 Alderman. Appointed members of the Advisory Group shall serve until their successors are appointed.

Section 2: That the MacArthur Boulevard Corridor TIF Advisory Group shall report their advice to the Ward 7 and 6 Aldermen to the fullest extent possible prior to the City Council taking action on MacArthur Boulevard Corridor TIF Redevelopment Agreements.

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

PASSED: ____________________, **2014**

SIGNED: ____________________, **2014**

RECORDED: ________________, **2014**

____
Mayor J. Michael Houston

ATTEST: ______________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
8/1/14
Office of Corporation Counsel / Date

Requested by: Alderman McMenamin

AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS IN 487 KOKE MILL ROAD CITY MINOR SUBDIVISION LOCATED NORTH OF WASHINGTON STREET, SOUTH OF JEFFERSON STREET AND NEAR THE INTERSECTION OF NORTH KOKE MILL AND BLUFF 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, the developers of 487 Koke Mill Road City Minor Subdivision have requested a variance of Section 153.157(I) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow one additional access to North Koke Mill Road; and

WHEREAS, the Land Subdivision Committee and the Regional Planning Commission have reviewed the request and recommend the variance be approved by the City Council; and

WHEREAS, the criteria for granting a variance of the Land Subdivision Ordinance are set forth at Section 153.201(c) of the Land Subdivision Ordinance as follows:

(c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:

(1) The intent of the chapter is maintained;
(2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
(3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
(4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
(5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
(6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

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

Section 1: (The City Clerk shall check the following based upon the outcome of the vote.)

( ) The City Council agrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:

(1) The intent of the chapter is maintained;
(2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
(3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
(4) The circumstances upon which the request for variance is based are not common to most other tracts of land;

(5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and

(6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

( ) That the City Council disagrees with the recommendation of the Land Subdivision Committee and disagrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

<u>Section 2</u>: That the application for a variance of Section 153.157(l) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

( ) Approved to allow one additional access to North Koke Mill Road.

( ) Denied.

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

PASSED:____________________, 2015 **SIGNED:____________________, 2015**

RECORDED:__________________, 2015

Mayor J. Michael Houston

ATTEST:________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
Todd Greenburg / 1/28/15
Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Houston

Location: Within 1-1/2 mile subdivision jurisdiction

2015-044

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 2/3/15

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Variance
FISCAL IMPACT: $

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

SUGGESTED TITLE:
AN ORDINANCE APPROVING/DENYING THE VARIANCE REQUEST OF SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS IN 487 KOKE MILL CITY MINOR SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME:
VENDOR NO:
CONTRACT TERM:
Change in Scope Yes [ ] No [ ]
CONTRACT AMOUNT:
(Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one)
[ ] Low Bid
[ ] 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						

FUNDS CHECK BY: NA **Date:**
DIRECTOR / SUPERVISOR SIGNATURE Mark Mahoney **Date:** 1/26/15
CITY PURCHASING AGENT: **Date:**

COMMENTS

An ordinance approving/denying the variance request for Section 153.157(I) - Restriction of Access, to allow one additional access to North Koke Mill Road. The land subdivison committee and regional planning commission recommend approval of the variance request. The subdivision is located north of Washington St., south of Jefferson St and near the intersection of North Koke Mill and Bluff Road.

SIGN OFF: [signature] (Mayor's Signature) [signature] (Director of OBM) 9508

S:\Excel\Forms\487 N Koke Mill - restriction of access.xls The information supplied on this form is not confidential information. Revised 5/10/04

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO SECTION 155.188 IN CHAPTER 155 REGARDING REVOCATION OF CONDITIONAL PERMITTED USES

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

WHEREAS, the City of Springfield desires to make certain text changes to various sections in Chapter 155 to provide that conditional permitted uses may expire under certain conditions; and

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

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

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

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

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

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

PASSED:____________________, 2015

RECORDED: ______________, 2015

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Requested by: Alderman Sam Cahnman

SIGNED: ________________, 2015

____
Mayor J. Michael Houston

Approved as to legal sufficiency:
Todd Greenburg / 2/3/15
Office of Corporation Counsel / Date

BEFORE THE
PLANNING AND ZONING COMMISSION
CITY OF SPRINGFIELD

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

PETITION FOR AMENDMENT

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO VARIOUS SECTIONS IN CHAPTER 155 REGARDING REVOCATION OF CONDITIONAL PERMITTED USES

COMES NOW Petitioner, the City of Springfield, Illinois, a Municipal Corporation, pursuant to Section 155.221 of the Springfield Zoning Ordinance, and respectfully petitions the Planning and Zoning Commission of the City of Springfield to conduct a public hearing and submit recommendations regarding the following text amendment to the Springfield City Council:

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

(See attached Exhibit “A”)

CITY OF SPRINGFIELD, ILLINOIS,
a Municipal Corporation,

By:______________________________
Mayor J. Michael Houston

EXHIBIT "A"

(Additions are indicated by underlines; deletions are indicated by strikeouts)

§ 155.188. - Procedures for revocation of conditional permitted use.

(a) Any conditional permitted use may be revoked by the Springfield City Council for the following reasons:

(1) A violation of any specific provisions of the ordinance granting the conditional permitted use; or

(2) A violation of any general provisions of the conditional permitted use requirements contained in this chapter.

<u>(3) The use authorized by the conditional permitted use has not been initiated by the petitioner or the petitioner's successor in interest within three years from the date of the approval by the City Council of the conditional permitted use.</u>

(b) Revocation of a conditional permitted use may be initiated in the following way:

(1) By adoption of a motion by the Springfield Planning and Zoning Commission.

(2) By introduction of an ordinance by the mayor or by a member of the city council.

(3) By petition submitted by the owner(s) of all the property subject to the conditional permitted use.

(c) Notice of proceedings for revocation. Immediately upon initiation of revocation proceedings, the zoning administrator shall notify the owners of the subject property. The owner may submit a written response to the zoning administrator within 15 days of receiving such notice.

(d) Planning and zoning commission public notice and public hearing.

(1) The planning and zoning commission shall hold a public hearing on the revocation.

(2) The planning and zoning commission shall make a recommendation to the Springfield City Council, regarding the revocation.

(e) City council hearing. The city council shall determine if the conditional permitted use shall be revoked. <u>If the reason for the proposed revocation of the conditional permitted use is for the reason set forth in subsection (a)(3) of this Section, the conditional use permit may be extended up to an additional three years at the sole discretion of the City Council</u>.

Ordinances on the Debate Agenda

March 3, 2015

AN ORDINANCE AMENDING CHAPTER 32, SECTION 32.06 OF THE 1988 SPRINGFIELD CITY CODE OF ORDINANCES, AS AMENDED, PERTAINING TO POWERS AND DUTIES OF THE MAYOR REGARDING EXECUTIVE ORDERS

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

WHEREAS, it is in the best interest of the City of Springfield, Illinois, to amend Chapter 32, Section 32.06 of the 1988 Springfield City Code of Ordinances, as amended, pertaining to powers and duties of mayor by adding subsection (a) to 32.06(c)(4) to provide that executive orders shall be filed the next business day with the City Clerk.

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

Section 1: That the City Council hereby amends Chapter 32, by adding subsection (a) to 32.06(c)(4) of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 32.06. Powers and duties of mayor.

(a) The mayor shall have those powers prescribed by the settlement agreement, by law and by ordinances of the city.

(b) The mayor shall exercise control over all appointed offices and subordinate departments set forth in section 32.05 of this Code and all officers and employees therein. He shall have charge and supervision over all property, buildings and equipment assigned to the office of mayor and its subordinate offices and departments.

(c) Without limiting those powers and duties prescribed by the settlement agreement, by law and by ordinance, the mayor shall:

(1) Sign all contracts on behalf of the city;

(2) Require and cause to be prepared and published statements and reports required by law, ordinance, or resolution of the council;

(3) Grant and sign all commissions, licenses, and permits granted by authority of the council, except as otherwise provided;

(4) Perform such other acts and deeds as by law or ordinance may require his official signature;

(a) Any executive order issued shall be filed the next business day with the City Clerk.

(5) Sign all bonds issued by the city and use facsimile signatures for the coupons attached to those bonds.

(Ord. No. 850-11-93, § 1(Ord. 526-6-87, § 5-4), 11-2-93; Ord. No. 670-9-95, § 1(Exh. A), 9-19-95; Ord. No. 585-10-03, § 1(Exh. 1), 10-21-03)

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: That this ordinance shall become effective immediately after its passage and publication in pamphlet form as required by law.

PASSED: ____________________, 2013 **SIGNED: __________________, 2013**

RECORDED: __________________, 2013

____
Mayor J. Michael Houston

ATTEST: __________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

John a Mitchell 9/27/13
Office of Corporation Counsel / Date

Requested by: Alderman Sam Cahnman

Ordinances on First Reading

Assigned to the Committee of the Whole

March 3, 2015

A RESOLUTION AUTHORIZING THE RELEASE OF THE MINUTES AND AUDIO RECORDING OF THE MAY 7, 2013, EXECUTIVE SESSION OF THE SPRINGFIELD CITY COUNCIL

WHEREAS, on May 7, 2013, the City Council of the City of Springfield met in executive session and discussed with City staff members and the Mayor of Springfield the events surrounding the negotiation of a Memorandum of Understanding with the union representing Springfield police officers and the destruction of Internal Affairs documents of the Springfield Police Department; and

WHEREAS, an investigation of the destruction of documents was subsequently the subject of an investigation by the Division of Internal Investigation of the Illinois State Police and the State's Attorney's Appellate Prosecutor's Office; and

WHEREAS, the investigation of those incidents is completed with the announcement by the State's Attorney's Appellate Prosecutor's Office that no criminal prosecutions will result from those incidents; and

WHEREAS, pursuant to requests filed pursuant to the Illinois Freedom of Information Act, the Illinois State Police have released 859 pages of documents and numerous audio recordings of interviews of persons having knowledge of the aforesaid incidents; and

WHEREAS, the Illinois State Police are in possession of the audio recording and a verbatim transcript of the May 7, 2013, executive session of the Springfield City Council, and have deferred to the Springfield City Council on whether to release such transcript and the audio recording because, pursuant to Section 7(1)(l) of the Freedom of Information Act (5 ILCS 140/7(1)(l)), minutes of meetings of public bodies closed to the public as provided in the Open Meetings Act are exempt from production and copying until the public body makes the minutes available to the public under Section 2.06 of the Open Meetings Act; and

WHEREAS, it is the determination of the Springfield City Council that the verbatim transcript and audio recording of the May 7, 2013, executive session of the Springfield City Council no longer require confidential treatment and should be available for public disclosure.

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

Section 1: That the verbatim transcript and the audio recording of the May 7, 2013, executive session of the Springfield City Council no longer require confidential treatment and should be available for public disclosure.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ________________, 2015

____
Mayor J. Michael Houston

ATTEST: ____________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Corporation Counsel at the direction of the City Council

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NOLL LAW OFFICE, LLC, FOR LEGAL SERVICES REGARDING U.S. DISTRICT COURT CASE NO. 2008-CV-3302, *JAMES WELLS v. JEFF COKER, et al.,* AND AUTHORIZING PAYMENT OF AN AMOUNT NOT TO EXCEED $50,000.00

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

WHEREAS, it is in the best interest of the City of Springfield to obtain legal services for U.S. District Court Case 2008-CV-3302, *James Wells v. Officer Jeff Coker, et al.* a civil rights lawsuit regarding a shooting on 2007/2008 New Years Eve; and

WHEREAS, Noll Law Office, LLC is willing and able to provide legal services for this case; and

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

WHEREAS, a copy of the contract with Noll Law Office, LLC 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 an agreement with, and payment in an amount not to exceed $50,000.00 to, Noll Law Office, LLC to provide legal services in U.S. District Court Case 2008-CV-3302, *James Wells v. Jeff Coker, et al.* The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Noll Law Office, LLC (VC#1430) in an amount not to exceed $50,000.00 from account number 074-107-BMGT-LIAB-1217 in accordance with the terms of the agreement.

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

PASSED: ______________________, 2015

SIGNED: ______________________, 2015

RECORDED: ____________________, 2015

____
Mayor J. Michael Houston

ATTEST: __________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/27/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-064

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

MEMORANDUM

TO: Todd Greenburg

FROM: Jay Wavering

DATE: February 11, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Noll Law Office to perform legal services related to the Central Illinois District Court case #2008-cv-3302 James Wells v. Jeff Coker in an amount not to exceed $50,000.00 for the Office of Corporation Counsel.

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

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

NOLL LAW OFFICE, LLC
at the Lincoln Depot

Jon Gray Noll
email: Noll@Noll-Law.com

Daniel A. Noll
email: DanNoll@Noll-Law.com

REPRESENTATION AGREEMENT
(Employment Contract – Civil Rights Defense Hourly)

This Representation Agreement made on the __ day January 2014, is made in reference to the following stipulations and agreements:

1. **PARTIES:**

A. *Attorney*: Jon Gray Noll
Daniel A. Noll
Noll Law Office LLC
930 East Monroe Street
Springfield, IL 62701
(217) 544-8441

B. *Client*: City of Springfield and
Officer Jeff Coker
ATTN: Steven Rahn, Acting Corporation Counsel
800 East Monroe Street
Springfield, IL 62701
Telephone: 217-789-2393

2. **SCOPE OF EMPLOYMENT:**

A. *Employment Period*: Client retains and employs Attorney to represent client in defense of the matter described below, giving Attorney full authority to file any legal actions as in Attorney's judgment may be advisable and to negotiate with other parties or their attorneys as necessary. Attorney is to represent Client on the following matter:

United State Central District Case No. 2008 CV 3302

B. *Acceptance of Representation*: Attorney agrees to represent Client in defending the above-named matter and to use his best efforts in obtaining a fair and just disposition of the case. Attorney, however, makes no warranties or representations concerning the ultimate resolution of the matter. Further, Attorney accepts all of the customary responsibilities and duties of an attorney in representing the Client to the best of his ability and will from time to time give client his counsel and advice with respect to the defense of the case.

C. *Areas Not Included in Scope of Employment*: An appeal or a new trial on the above-styled matters are not included within the scope of representation by Attorney. Further, representation does not include any collateral or ancillary proceedings.

3. **ATTORNEY'S AUTHORITY:**

A. *Legal Services*: Attorney agrees to perform all necessary legal services in defending the case to a final determination in the trial court.

B. *Employment of Experts*: In defense of the case, Attorney may retain such investigators, expert witnesses, collection specialists, accountants and other agents as are necessary to defend the matter. Client agrees to pay attorney all expenses incurred by attorney in connection with retaining such agents. Their reports will be made exclusively to Attorney.

C. *Associate Counsel:* **If more than one Attorney is listed in Section 1.A., the Attorneys are splitting the fee equally and both are assuming financial responsibility for the representation.** If Attorney deems it appropriate and helpful, he may employ additional associate counsel to assist him in defending the case. Any fees paid to associate counsel shall be at Attorney's expense, but any costs or necessary disbursements incurred by associate counsel and advanced by associate counsel or Attorney, shall be reimbursed by Client.

D. *Associates and Paralegals*: Attorney may utilize associate counsel and paralegals in Attorney's office to assist him in any respect in the subject proceedings.

E. *Power of Attorney*: Client gives Attorney his Power of Attorney to execute any and all documents connected with and necessary for the defense of his case.

4. **OBLIGATIONS OF THE PARTIES:**

A. *Attorney*:

1. Diligence: Attorney agrees to put forth his best and reasonable efforts to obtain a fair and just disposition of the case. This includes keeping the Client apprised of developments as matters progress.

2. Conflict of Interest: Attorney will not engage in actions that would be a conflict of interest to his representation of Client. Should circumstances arise that might lead to a conflict of interest, attorney agrees to advise Client of the facts and such potential or actual conflict of interest.

3. Warranties: Attorney makes no warranties or representations concerning the ultimate resolution or outcome of pending matters.

4. File: Attorney agrees to maintain a file on the case and to provide copies of all pertinent documentation to Client.

5. Confidentiality: Attorney represents Client, solely and individually. Attorney cannot and will not discuss or communicate confidential aspects of the case or provide written materials to any friends and/or family members interested and concerned about Client without prior written consent of Client.

6. Records Retention: Attorney maintains a client retention schedule which is in accordance with the Illinois State Bar Association guidelines. Client records will be destroyed pursuant to those guidelines.

B. *Client*:

1. Client will, at all times, cooperate fully with Attorney in all efforts required by him in defense of Client. Most specifically, Client agrees and pledges to be truthful to Attorney in all matters regarding all aspects of his/her case.

2. Client will pay Attorney as agreed, on time and in the amounts mutually agreed upon herein, including the costs incurred in Client's defense as they may from time to time arise.

5. EXPENSES OF LITIGATION:

A. *Costs and Defense Fund*: Client is responsible for all customary and necessary costs of defense. Attorney will not incur any financial obligation on behalf of Client in excess of $300.00 without first obtaining authorization from Client to do so.

B. *Inclusion:* Costs and expenses of litigation will include filing fees, expenses of investigators and other agents, costs of travel, and other such extraordinary items.

C. *Overhead Expenses*: Client is not responsible for any costs of Attorney's office or overhead except for long distance telephone calls (billed at a flat fee per call), telefax (billed at a flat fee per call), and extraordinary photocopying or any other extraordinary expense.

6. **ATTORNEY'S FEES:**

A. *Fee for Representation*: Client agrees to pay to Attorney for defense of the case(s) as follows:

$250.00 per hour billed in 1/10 hour increments;
Paralegal expense will be billed at the rate of $50.00 per hour billed in 1/10 hour increments.
All expenses incurred.

B. *Failure to Pay*: In the event of failure to pay as agreed, Attorney retains the right to withdraw as attorney of record and to retain all monies advanced as of the date an order allowing the attorney to withdraw is entered.

C. *Non-Payment/Default*: In the event Client defaults in any periodic payments required herein or on any other payment of attorney fees, Attorney may, at his election, in addition to any other rights contained herein, elect to proceed forward in the institution of legal proceedings to enforce his rights, and then, in that event, Client will be responsible for all reasonable attorney's fees and legal expenses and court costs incurred by Attorney in such collection.

E. *Interest:* In the event payments are required hereunder, such payments will accrue interest at the rate of .041% per month, which is equal to five percent (5%) annually.

F. *Credit Report:* I authorize the Noll Law Office to obtain a credit report on any person identified as "Client" in this representation agreement through the credit reporting agency of its choice.

7. **GENERAL AND SPECIAL PROVISIONS:**

A. *Entire Agreement*: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (if any).

B. *Representation*: Attorney and Client make no representations or warranties except as explicitly stated herein.

C. *Amendments:* Amendments to this agreement may only be had in writing signed and dated by both parties.

D. *Parties:* Any reference to "Attorney" includes lawyer, his associate counsel, paralegals or other employees or agents of Attorney's firm. The term "Client" includes Client.

I agree to the terms set out in this agreement. I have received a copy of this document on today's date.

Client: **CITY OF SPRINGFIELD and Jeffrey Coker,**

BY: Michael Hoekstra

Its MAYOR

AGREED UPON BY:

NOLL LAW OFFICE LLC,

BY: Daniel Noll

Daniel Noll

2015-064

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Legal

CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: $ $50,000

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

SUGGESTED TITLE:

An ORDINANCE APPROVING AN AGREEMENT WITH NOLL LAW OFFICES TO PROVIDE LEGAL SERVICES REGARDING THE CENTRAL ILLINOIS DISTRICT COURT CASE NO. 2008-cv-3302, JAMES WELLS v. JEFF COKER, et al, AND AUTHORIZING PAYMENT FOR AMOUNT NOT TO EXCEED $50,000.00

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

CONTRACTOR / VENDOR NAME: Noll Law Office N.O.15-208 C

VENDOR NO: VC0000001430

CONTRACT TERM: ____ Change in Scope Yes [ ] No [ ]

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

Method of Purchase (check one)

Previous Ord #'s ____

[ ] Low Bid [ ] Other: ____
[ ] Low Bid Meeting Specs [x] Exception: 38.42
[ ] Low Evaluated Bid Code Provision: Professional Services

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	1217	$ 50,000.00
2						
3						
4						

FUNDS CHECK BY: [signature]	Date: 2/17/15
DIRECTOR / SUPERVISOR SIGNATURE [signature]	Date: 2/16/15
CITY PURCHASING AGENT: [signature]	Date: 2/11/15

COMMENTS

It is in the best interest of the City to obtain legal services for an Civil Rights Violation lawsuit involving a 2007/2008 New Years Eve shooting involving Mr. James Wells and Officer Jeff Coker. This ordinance will authorize a professional service agreement with Noll Law Offices to provide these legal services in the amount of $250 hour and for a total amount not to exceed $50,000.00

9552

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

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NOLL LAW OFFICE, LLC TO REPRESENT THE CITY OF SPRINGFIELD IN THE CASE OF *CALVIN CHRISTIAN III v. CITY OF SPRINGFIELD* (2013 MR-341) IN AN AMOUNT NOT TO EXCEED $42,000.00

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, in May of 2013 the City staff hired the law firm of Noll Law Office, LLC, to represent the City in the case of *Calvin Christian III v. City of Springfield* (2013-MR-341); and

WHEREAS, although the aforesaid case has been settled, the expense to the City of using the Noll Law Office LLC exceeded $25,000.00, the actual amount being $42,000.00; and

WHEREAS, pursuant to City ordinances, the City staff does not have the authority to enter into professional service contracts in excess of $25,000.00, and City Council authority is necessary to approve contracts in excess of that amount;

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

Section 1: That the City Council hereby authorizes the City of Springfield to enter into a professional services agreement with the Noll Law Office, LLC to represent the City of Springfield in Sangamon County Case No. 2013-MR-341, *Calvin Christian III v. City of Springfield*, and authorizes payment in the total amount of $42,000.00 for said services. $25,000.00 has previously been paid to Noll Law Offices, LLC, so this Ordinance authorizes an additional payment of $17,000.00. The Mayor and City Clerk are authorized to execute any documents which may be necessary to retain these services 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:______________________, **2015**

RECORDED:__________________, **2015**

ATTEST:____________________________
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: ______________________, **2015**

____
Mayor J. Michael Houston

Approved as to legal sufficiency:
Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

2015-065

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

MEMORANDUM

TO: Todd Greenburg

FROM: Jay Wavering

DATE: February 11, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Noll Law Office to perform legal services related to case (2013-MR-341) Calvin Christian III v. City of Springfield in an amount not to exceed $42,000.00 for the Office of Corporation Counsel.

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

NOLL LAW OFFICE, LLC
at the Lincoln Depot

Jon Gray Noll
email: Noll@Noll-Law.com

Daniel A. Noll
email: DanNoll@Noll-Law.com

REPRESENTATION AGREEMENT
(Employment Contract – Miscellaneous Matters HOURLY)

This Representation Agreement made on the 17th day May 2013, is made in reference to the following stipulations and agreements:

1. **PARTIES:**

   A. *Attorney*: Jon Gray Noll
   Daniel A. Noll
   Noll Law Office LLC
   930 East Monroe Street
   Springfield, IL 62701
   (217) 544-8441

   B. *Client*: City of Springfield and
   John Doe 1-6
   ATTN: Mark Cullen, Corporate Counsel
   800 East Monroe Street
   Springfield, IL 62701
   Telephone: 217-789-2393

2. **SCOPE OF EMPLOYMENT:**

   A. *Employment Period*: Client retains and employs Attorney to represent client in defense of the matter described below, giving Attorney full authority to file any legal actions as in Attorney's judgment may be advisable and to negotiate with other parties or their attorneys as necessary. Attorney is to represent Client on the following matter:

   Sangamon County Case No. 2013-MR-341

   B. *Acceptance of Representation*: Attorney agrees to represent Client in defending the above-named matter and to use his best efforts in obtaining a fair and just disposition of the case. Attorney, however, makes no warranties or representations concerning the ultimate resolution of the matter. Further, Attorney accepts all of the customary responsibilities and duties of an attorney in representing the Client to the best of his ability and will from time to time give client his counsel and advice with respect to the defense of the case.

C. *Areas Not Included in Scope of Employment*: An appeal or a new trial on the above-styled matters are not included within the scope of representation by Attorney. Further, representation does not include any collateral or ancillary proceedings.

3. **ATTORNEY'S AUTHORITY:**

A. *Legal Services*: Attorney agrees to perform all necessary legal services in defending the case to a final determination in the trial court.

B. *Employment of Experts*: In defense of the case, Attorney may retain such investigators, expert witnesses, collection specialists, accountants and other agents as are necessary to defend the matter. Client agrees to pay attorney all expenses incurred by attorney in connection with retaining such agents. Their reports will be made exclusively to Attorney.

C. *Associate Counsel:* **If more than one Attorney is listed in Section 1.A., the Attorneys are splitting the fee equally and both are assuming financial responsibility for the representation.** If Attorney deems it appropriate and helpful, he may employ additional associate counsel to assist him in defending the case. Any fees paid to associate counsel shall be at Attorney's expense, but any costs or necessary disbursements incurred by associate counsel and advanced by associate counsel or Attorney, shall be reimbursed by Client.

D. *Associates and Paralegals*: Attorney may utilize associate counsel and paralegals in Attorney's office to assist him in any respect in the subject proceedings.

E. *Power of Attorney*: Client gives Attorney his Power of Attorney to execute any and all documents connected with and necessary for the defense of his case.

4. **OBLIGATIONS OF THE PARTIES:**

A. *Attorney*:

1. Diligence: Attorney agrees to put forth his best and reasonable efforts to obtain a fair and just disposition of the case. This includes keeping the Client apprised of developments as matters progress.

2. Conflict of Interest: Attorney will not engage in actions that would be a conflict of interest to his representation of Client. Should circumstances arise that might lead to a conflict of interest, attorney agrees to advise Client of the facts and such potential or actual conflict of interest.

3. Warranties: Attorney makes no warranties or representations concerning the ultimate resolution or outcome of pending matters.

4. File: Attorney agrees to maintain a file on the case and to provide copies of all pertinent documentation to Client.

5. Confidentiality: Attorney represents Client, solely and individually. Attorney cannot and will not discuss or communicate confidential aspects of the case or provide written materials to any friends and/or family members interested and concerned about Client without prior written consent of Client.

B. *Client:*

1. Client will, at all times, cooperate fully with Attorney in all efforts required by him in defense of Client. Most specifically, Client agrees and pledges to be truthful to Attorney in all matters regarding all aspects of his/her case.

2. Client will pay Attorney as agreed, on time and in the amounts mutually agreed upon herein, including the costs incurred in Client's defense as they may from time to time arise.

5. EXPENSES OF LITIGATION:

A. *Costs and Defense Fund*: Client is responsible for all customary and necessary costs of defense. Attorney will not incur any financial obligation on behalf of Client in excess of $300.00 without first obtaining authorization from Client to do so.

B. *Inclusion:* Costs and expenses of litigation will include filing fees, expenses of investigators and other agents, costs of travel, and other such extraordinary items.

C. *Overhead Expenses*: Client is not responsible for any costs of Attorney's office or overhead except for long distance telephone calls (billed at a flat fee per call), telefax (billed at a flat fee per call), and extraordinary photocopying or any other extraordinary expense.

6. **ATTORNEY'S FEES:**

A. *Fee for Representation*: Client agrees to pay to Attorney for defense of the case(s) as follows:

$125 per hour billed in 1/10 hour increments;
Paralegal expense will be billed at the rate of $5000 per hour billed in 1/10 hour increments.
All expenses incurred.

B. *Failure to Pay*: In the event of failure to pay as agreed, Attorney retains the right to withdraw as attorney of record and to retain all monies advanced as of the date an order allowing the attorney to withdraw is entered.

C. *Non-Payment/Default*: In the event Client defaults in any periodic payments required herein or on any other payment of attorney fees, Attorney may, at his election, in addition to any other rights contained herein, elect to proceed forward in the institution of legal proceedings to enforce his rights, and then, in that event, Client will be responsible for all reasonable attorney's fees and legal expenses and court costs incurred by Attorney in such collection.

E. *Interest:* In the event payments are required hereunder, such payments will accrue interest at the rate of .041% per month, which is equal to five percent (5%) annually.

F. *Credit Report:* I authorize the Noll Law Office to obtain a credit report on any person identified as "Client" in this representation agreement through the credit reporting agency of its choice.

7. **GENERAL AND SPECIAL PROVISIONS:**

A. *Entire Agreement*: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (if any).

B. *Representation*: Attorney and Client make no representations or warranties except as explicitly stated herein.

C. *Amendments:* Amendments to this agreement may only be had in writing signed and dated by both parties.

D. *Parties:* Any reference to "Attorney" includes lawyer, his associate counsel, paralegals or other employees or agents of Attorney's firm. The term "Client" includes Client.

6. **ATTORNEY'S FEES:**

A. *Fee for Representation*: Client agrees to pay to Attorney for defense of the case(s) as follows:

$125.00 per hour billed in 1/10 hour increments;
Paralegal expense will be billed at the rate of $50.00 per hour billed in 1/10 hour increments.
All expenses incurred.

B. *Failure to Pay:* In the event of failure to pay as agreed, Attorney retains the right to withdraw as attorney of record and to retain all monies advanced as of the date an order allowing the attorney to withdraw is entered.

C. *Non-Payment/Default:* In the event Client defaults in any periodic payments required herein or on any other payment of attorney fees, Attorney may, at his election, in addition to any other rights contained herein, elect to proceed forward in the institution of legal proceedings to enforce his rights, and then, in that event, Client will be responsible for all reasonable attorney's fees and legal expenses and court costs incurred by Attorney in such collection.

E. *Interest:* In the event payments are required hereunder, such payments will accrue interest at the rate of .041% per month, which is equal to five percent (5%) annually.

F. *Credit Report:* I authorize the Noll Law Office to obtain a credit report on any person identified as "Client" in this representation agreement through the credit reporting agency of its choice.

7. **GENERAL AND SPECIAL PROVISIONS:**

A. *Entire Agreement:* This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (if any).

B. *Representation:* Attorney and Client make no representations or warranties except as explicitly stated herein.

C. *Amendments:* Amendments to this agreement may only be had in writing signed and dated by both parties.

D. *Parties:* Any reference to "Attorney" includes lawyer, his associate counsel, paralegals or other employees or agents of Attorney's firm. The term "Client" includes Client.

I agree to the terms set out in this agreement. I have received a copy of this document on today's date.

Client: CITY OF SPRINGFIELD and John Doe 1-6,

BY: ______________________

Its MAYOR

AGREED UPON BY:

NOLL LAW OFFICE LLC,

BY: ______________________

Daniel Noll

2015-065

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Legal

CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Professional Services **FISCAL IMPACT:** $ 42,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE RETAINING OF THE NOLL LAW OFFICE, LLC TO DEFEND THE CITY IN THE CASE CALVIN CHRISTIAN III v. CITY OF SPRINGFIELD, et al (2013-MR-341) AND THE ONGOING INVESTIGATIONS FOR AN AMOUNT NOT TO EXCEED $42,000.00

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

CONTRACTOR / VENDOR NAME: Noll Law Office NB 15-20C **VENDOR NO:** VC0000001430

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	1217	$ 42,000.00
2						
3						
4						

FUNDS CHECK BY:	Date: 2/17/15
DIRECTOR / SUPERVISOR SIGNATURE	Date: 2/10/15
CITY PURCHASING AGENT:	Date: 2/11/15

COMMENTS

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

9551

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Revised 5/10/04

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVINGSTONE, MUELLER, O'BRIEN & DAVLIN, P.C. TO DEFEND WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2015, THROUGH FEBRUARY 29, 2016, FOR A TOTAL AMOUNT NOT TO EXCEED $150,000.00

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

WHEREAS, it is in the best interest of the City of Springfield to obtain outside legal counsel to defend Workers' Compensation Claims for the City of Springfield; and

WHEREAS, Livingstone, Mueller, O'Brien & Davlin, P.C. ("Livingstone") are willing and able to provide this service from March 1, 2015, through February 29, 2016, for an amount not to exceed $150,000.00; and

WHEREAS, it is necessary to execute an agreement with Livingstone for legal counsel to defend Workers' Compensation Claims for the City of Springfield from March 1, 2015, through February 29, 2016; and

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

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

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

Section 1: That the City Council hereby authorizes execution of an agreement with Livingstone, Mueller, O'Brien, & Davlin, P.C., to defend Workers' Compensation Claims for the City of Springfield from March 1, 2015, through February 29, 2016, for a total amount not to exceed $150,000.00. The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Livingstone, Mueller, O'Brien & Davlin, P.C. (0LIV2100) for a total amount not to exceed $150,000.00 from account number 074-107-BMGT-WCMP-1217.

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

PASSED: ______________________, **2015**

SIGNED: ______________________, **2015**

RECORDED: __________________, **2015**

____
Mayor J. Michael Houston

ATTEST: ____________________________
Cecilia K. Tumulty, City Clerk

Approved as to legal sufficiency:
Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LIVINGSTONE, MUELLER, O'BRIEN AND DAVLIN, P.C., FOR LEGAL SERVICES REGARDING WORKERS' COMPENSATION FROM MARCH 1, 2015 THROUGH FEBRUARY 29, 2016

THIS AGREEMENT, made and entered into this _____day of _____________, 2015, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, hereinafter called "City" and **LIVINGSTONE, MUELLER, O'BRIEN AND DAVLIN, P.C.**, hereinafter called "Livingstone."

WITNESSETH:

WHEREAS, the City of Springfield is in need of the legal services of an expert in the field of Workers' Compensation law; and

WHEREAS, Livingstone is well qualified and experienced in providing such services to municipalities.

NOW, THEREFORE, it is hereby mutually agreed as follows:

I. Services to be performed by Livingstone

Livingstone shall provide litigation services to the City of Springfield, Illinois (the "City") pertaining to Workers' Compensation claims.

II. Personnel

Dennis S. O'Brien and L. Robert Mueller shall be the Principal attorneys for the performance of this Agreement, with direct responsibility for all tasks. Support shall be provided by other Livingstone personnel or staff as required. All documentation prepared by LIvingstone hereunder shall represent the professional opinion and expertise of Mr. O'Brien and Mr. Mueller. Mr. O'Brien and Mr. Mueller shall make every reasonable effort to personally represent Livingstone in all meetings with the City and shall make appearances before the City Council, as requested by the City.

III. Fees

The fees for the services of Livingstone shall be $125 per hour plus expenses. Paralegal services shall be charged at a rate of $60 per hour.

IV. Expenses

Expenses incurred by Livingstone while acting within the scope of its authority as attorney for the City shall be reimbursed by the City. Expenses shall include costs of securing medical records and payment for depositions of physicians.

V. Limit on Fees and Expenses

This contract does not authorize an expenditure of City funds in excess of the amount authorized by the city council unless the city council specifically approves an additional expenditure. Livingstone agrees and acknowledged 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 city council.

VI. Relationships

The performance of Livingstone's services hereunder shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City and in this regard, Livingstone agrees to hold the City harmless from all damages to property or injury to persons arising out of the acts or omissions of Livingstone or its officers, agents or employees.

VII. Term and Termination of the Contract

The term of this contract shall be March 1, 2015, through February 29, 2016. Either party may terminate this contract at any time upon sixty (60) days' written notice with or without cause. Payment shall thereafter be made to Livingstone for all work performed up to the date of termination of this contract.

VIII. Assignability

Livingstone shall not assign this Agreement to any person, firm or corporation without the written consent of the City.

IX. Records

Livingstone agrees to keep and maintain proper books of record and accounts in which complete and correct entries shall be made of hours worked, travel, subsistence, field and incidental expenses. Said books shall be available at all reasonable times for examination by the City with respect to services performed under this Agreement.

X. Waiver of Performance

No waiver by City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.

XI. Non-exclusive

The City may engage the services of any other attorney or attorneys for additional advice, analysis, evaluation litigation services or other matters pertaining to Workers' Compensation matters.

XII. Ownership and Confidentiality of Documents

All documents, reports, data and other material collected or prepared by Livingstone pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents, reports and materials collected or prepared by Livingstone, including any as may have been furnished to Livingstone by the City or any member thereof, shall be confidential and shall not be used by Livingstone or made available to any other entity or person except upon the prior written consent of the City or except as may be necessary to perform Livingstone's services to the City under this Agreement.

XIII. Applicable Law

This Agreement shall in all respects be governed by the laws of the State of Illinois.

XIV. Notices

All correspondence and notices required or contemplated by this Agreement, shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage prepaid.

CITY
Office of Corporation Counsel
City of Springfield
Room 313 Municipal Center East
800 East Monroe
Springfield, IL 62701

LIVINGSTONE
L. Robert Mueller
620 E. Edwards Street
Springfield, IL 62701

XV. City Contact Person

The Corporation Counsel, or such other person as shall be designated in writing, shall be the contact person for Livingstone for purposes of carrying out the duties of this Agreement.

THE PARTIES hereto have executed this Agreement the day and year first appearing herein.

ATTEST:

____
Cecilia K. Tumulty, City Clerk

CITY OF SPRINGFIELD, ILLINOIS

By______________________________
J. Michael Houston, Mayor

ATTEST:

Dennis Sobbin
Secretary

LIVINGSTONE, MUELLER, O'BRIEN AND DAVLIN, P.C.

By L. Robert Mueller

2015-066

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: March 3, 2015

OFFICE REQUESTING: Office of Budget and Management

CONTACT PERSON: William McCarty
PHONE NUMBER: 7892-2121

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

TYPE OF ORDINANCE: CONTRACT

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVINGSTONE, MUELLER, O'BRIEN & DAVLIN, P.C. TO DEFEND WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2015, THROUGH FEBRUARY 29, 2016, FOR A TOTAL AMOUNT NOT TO EXCEED $150,000.00

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

CONTRACTOR / VENDOR NAME: Livingstone, Mueller, O'Brien & Davlin, P.C.

VENDOR NO: 0LIV2100

CONTRACT TERM:

CONTRACT #

Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	1217	$150,000.00
2						
3						
4						

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

COMMENTS

This ordinance will authorize execution of an agreement with Livingstone, Mueller, O'Brien & Davlin, P.C. to defend workers' compensation claims for the City from March 1, 2015, through February 29, 2016, for an amount not to exceed $150,000.00.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9542

S:\Excel\Fact Sheets\Livingstone WC 2016.xlsLivingstone WC 2016.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

AN ORDINANCE AUTHORIZING PAYMENT TO MICHAEL DOZIER, A CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-26848

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, Michael Dozier was employed as a firefighter with the City of Springfield on March 18, 2013, and reported an injury to his right wrist from placing equipment back into the fire truck; and

WHEREAS, Mr. Dozier was diagnosed with a TFCC tear and given a recommendation for surgical repair, however an IME opined the procedure was not necessary; and

WHEREAS, Mr. Dozier proceeded with the surgery in August of 2013 and was able to return to work full duty in October of 2013; and

WHEREAS, Mr. Dozier filed suit with the Commission and is willing to settle his claim in the amount of $25,652.73 representing a permanent partial disability equivalent to 17.5% loss of use of the hand; and

WHEREAS, Livingstone, Mueller, O'Brien and Davlin, P.C., the City's workers compensation legal advisors, recommend payment of $25,562.73 to Michael Dozier to settle his workers compensation claim for case number 13-WC-26848.

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

Section 1: That the City Council hereby authorizes payment of $25,562.73 to Michael Dozier, a Springfield Firefighter, to settle a workers' compensation claim for case number 13-WC-26848, representing a permanent partial disability equivalent to 17.5% loss of use of a hand. The Mayor and the City Clerk are hereby authorized to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of $25,562.73 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Michael Dozier and his attorney Alex Rabin.

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

PASSED: ______________________, **2015**

RECORDED: ____________________, **2015**

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: ____________________, **2015**

____
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

2015-067

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: March 3, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: W/C Settlement

FISCAL IMPACT: $25,562.73

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO MICHAEL DOZIER, A CITY OF SPRINGFIELD FIREFIGHER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-26848

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

CONTRACTOR / VENDOR NAME Michael Dozier and attorney Alex Rabin **VENDOR NO:**

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

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

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

[ ] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:**

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	$25,562.73

DATE OF HIRE: 04/30/01

TERMINATION DATE:

FUNDS CHECK BY: **Date:**
DIRECTOR / SUPERVISOR SIGNATURE Todd Greenburg **Date:** 3/25/15
CITY PURCHASING AGENT: **Date:**

COMMENTS

Michael Dozier was employed as a firefighter with the City of Springfield on March 18, 2013, and reported an injury to his right wrist from placing equipment back into the fire truck. He was diagnosed with a TFCC tear and given a recommendation for surgical repair. He was sent for an IME who opined the procedure was not necessary. Mr. Dozier proceeded with the surgery in August of 2013 and was able to return to work full duty in October of 2013. Mr. Dozier a filed suit with the Commission and is willing to settle his claim in the amount of $25,652.73 representing a permanent partial disability equivalent to 17.5% loss of use of the hand. Livingston, Mueller, O'Brien and Davlin, P.C., the city's legal advisors, recommend payment in the amount of $25,562.73 to Michael Dozier to settle his workers compensation claim for case number 13-WC-26848.

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

9536

S\Excel\Fact Sheet\dozier hand.xls The information supplied on this form is not confidential information. Revised 5/26/04

AN ORDINANCE AUTHORIZING PAYMENT TO DONALD RICHARDSON, A CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-000907

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, Donald Richardson was employed as a firefighter with the City of Springfield on August 28, 2013, and reported an injury to his right knee while fighting a fire; and

WHEREAS, Mr. Richardson was diagnosed with an ACL and meniscus tear and given a recommendation for surgical repair; and

WHEREAS, Mr. Richardson underwent surgical repair in September of 2013 and was able to return to work full duty in January of 2014; and

WHEREAS, Mr. Richardson filed suit with the Commission and is willing to settle his claim in the amount of $46,547.07 representing a permanent partial disability equivalent to 30% loss of use of the leg; and

WHEREAS, CCMSI, the City's third party administrator, recommends payment of $46,547.07 to Donald Richardson to settle his workers compensation claim for case number 14-WC-000907.

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

Section 1: That the City Council hereby authorizes payment of $46,547.07 TO Donald Richardson, a Springfield Firefighter, to settle a workers' compensation claim for case number 14-WC-000907, representing a permanent partial disability equivalent to 30% loss of use of a leg. The Mayor and the City Clerk are hereby authorized to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of $46,547.07 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Donald Richardson and his attorney Thomas Duda.

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

PASSED: ____________________, **2015**

SIGNED: ____________________, **2015**

RECORDED: ____________________, **2015**

____
Mayor J. Michael Houston

ATTEST: ____________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-068

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: March 3, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: W/C Settlement

FISCAL IMPACT: $46,547.07

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

SUGGESTED TITLE:
AN ORDINANCE AUTHORIZING PAYMENT TO DONALD RICHARDSON, A CITY OF SPRINGFIELD FIREFIGHER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-000907

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

CONTRACTOR / VENDOR NAME Donald Richardson and attorney [redacted] Thomas Duda **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** [ ] **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	Source	Amount
1						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	$46,547.07

DATE OF HIRE: 02/28/94

TERMINATION DATE:

FUNDS CHECK BY: **Date:**
DIRECTOR / SUPERVISOR SIGNATURE / Date: Todd Greenburg / 2/25/15
CITY PURCHASING AGENT: **Date:**

COMMENTS

Donald Richardson was employed as a firefighter with the City of Springfield on August 28, 2013, and reported an injury to his right knee while fighting a fire. Mr Richardson was diagnosed with an ACL and meniscus tear and given a recommendation for surgical repair. The procedure was completed in September of 2013 and he was able to return to work full duty in January of 2014. Mr. Richardson a filed suit with the Commission and is willing to settle his claim in the amount of $46,547.07 representing a permanent partial disability equivalent to 30% loss of use of the leg. CCMSI, the city's third party administrator, recommend payment in the amount of $46,547.07 to Donald Richardson to settle his workers compensation claim for case number 14-WC-000907.

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

9537

S\Excel\Fact Sheet\d richardson ff.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-08-47 – STORAGE AREA AND VIRTUAL INFRASTRUCTURE WITH SENTINEL TECHNOLOGIES, INC. IN AN AMOUNT NOT TO EXCEED $277,625.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-08-47 – Storage Area and Virtual Infrastructure with Sentinel Technologies, Inc. ("Sentinel"), in an amount not to exceed $277,625.00, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-08-47 was placed, and

WHEREAS, Sentinel submitted the high bid but because of the local vendor preference they are being recommended for award, 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. UE15-08-47.

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 Sentinel for Contract UE15-08-47 – Storage Area and Virtual Infrastructure in an amount not to exceed Two Hundred Seventy-Seven Thousand Six Hundred Twenty-Five Dollars and No Cents ($277,625.00) for the Office of Public Utilities.

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

Section 3. The Payment to Sentinel for the total maximum amount of Two Hundred Seventy-Seven Thousand Six Hundred Twenty-Five Dollars and No Cents ($277,625.00) from Account Nos. 102-100-CBCA-1604 and 102-100-CBCA-7778-1606 is hereby authorized, approved and directed.

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

PASSED: ____________________, 2015 SIGNED: ____________________

RECORDED: ____________________, 2015 ____________________

MAYOR

ATTEST: ____________________

Approved as to legal sufficiency: Todd Greenburg 2/26/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-069
DATE OF 1ST READING: 03-03-15
ORDINANCE REQUEST NUMBER:____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $277,625.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE15-08-47

ACCOUNTING INFORMATION: Account Nos. 102-100-CBCA-3902-1604 & 102-100-CBCA-7778-1606

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Sentinel Technologies, Inc. CONTRACT AMOUNT: $ 277,625.00
(Original Amount if Change Order)
CONTRACT TERM: n/a TYPE OF AWARD: Bid Contract: Low Evaluated Bid

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0

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

This is a new ordinance for the purchase of storage area and virtual infrastructure.

This ordinance accepts Contract UE15-08-47 in an amount not to exceed $277,625.00, with Sentinel Technologies, Inc. ("Sentinel"), for purchase, configuration and implementation of storage area network, virtual infrastructure software and hardware, and a back-up system. The existing systems are past their useful life and we have outgrown the system. Our existing system performance has started to degrade, & we are experiencing maintenance issues.

There were 2 bidders on this contract. Sentinel submitted a higher bid than the non-local vendor, but because of the local vendor preference it is being recommended for award of the contract.

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

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

9544

No. GFM-0256

AN ORDINANCE AUTHORIZING CHANGE ORDER #1 AND ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED $185,000.00 UNDER CONTRACT NO. UE13-10-58 WITH GRAYCOR BLASTING COMPANY INC. FOR EXPLOSIVE DESLAGGING AT DALLMAN GENERATING FACILITIES FOR A TOTAL AMOUNT PAYABLE OF $635,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 5-1-13 awarded Contract No. UE13-10-58 to Graycor Blasting Company Inc. ("Graycor") for a three-year term in the total amount of $450,000.00 for explosive deslagging at the Dallman Generating Facilities, and

WHEREAS, this Ordinance authorizes Change Order #1 and additional funding in an amount not to exceed $185,000.00 with Graycor, and

WHEREAS, due to extra work involved in the Unit 33 outage and emergency outages at Unit 4, services under this contract were required more than initially anticipated, and

WHEREAS, an increase is necessary to continue the remainder of the contract term, January 2016, and

WHEREAS, the circumstances necessitating the Change Order were not reasonably foreseeable at the beginning of the Contract and were not within the contemplation of the parties at that time, and

WHEREAS, this Change Order is in the best interest of the City.

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 Change Order #1 and an additional expenditure in an amount not to exceed One Hundred Eighty-Five Thousand Dollars and No Cents ($185,000.00) for explosive deslagging with Graycor, under Contract No. UE13-10-58.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said change order and funding increase with Graycor, on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Graycor, for the total maximum amount of Six Hundred Thirty-Five Thousand Dollars and No Cents ($635,000.00) under Contract No. UE13-10-58 from Account No. 102-100-CAM-7711-1205 is hereby authorized, approved and directed.

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

PASSED: ____________________, 2015 SIGNED: ____________________, 2015

RECORDED: ________________, 2015

____
MAYOR

ATTEST: ________________________

Approved as to legal sufficiency:
Todd Greenburg 2/26/15
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-070
DATE OF 1ST READING: 03-03-15
ORDINANCE REQUEST NUMBER: GFM-0256

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 185,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Additional Funding; UE13-10-58

ACCOUNTING INFORMATION: Account Nos. 102-100-CAM-7711-1205

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Ordinance No. 5-1-13

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Graycor Blasting Company Inc. CONTRACT AMOUNT: $ 450,000.00
(Original Amount if Change Order)
Bid Contract:

CONTRACT TERM: 3 Years TYPE OF AWARD: Additional Funding

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # 1 ADDT'L AMOUNT $ 185,000.00

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: ________________

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

This is a standard funding increase ordinance for explosive deslagging at the Dallman Generating Facilities.

This Ordinance authorizes Change Order #1 and additional funding in an amount not to exceed $185,000.00 with Graycor Blasting Company Inc. ("Graycor"). Due to extra work involved in the Unit 33 outage and emergency outages at Unit 4, services under this contract were required more than initially anticipated. An increase is necessary to continue the remainder of the contract term, January 2016.

Ordinance No. 5-1-13 awarded Contract UE13-10-58 to Graycor in the total amount of $450,000.00.

This Ordinance will increase the total amount payable under said contract to $635,000.00.

Graycor was the only bidder on the original contract.

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

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

9546

CHANGE ORDER NO. 1

City of Springfield, Illinois — Page 1 of 1
Office of Public Utilities
Project: Explosive blasting for Dallman power plant
Contract: UE13-10-58
Contractor: Graycor Blasting Inc.

The below-noted modifications to subject Contract are agreed to by the Office of Public Utilities and the Contractor:

Increase in funding of $185,000 for FY16 for contract UE13-10-58 with Graycor Blasting Inc.

The original contract provided explosive deslagging at the Dallman Generating Facilities for FY14-FY16. We are requesting a funding increase to fund this contract through the end of FY-16. This ordinance is for increase of an additional $185,000.00. This will make the total contract price $635,000.00. The additional is necessary due to extra work involved in 33 2014 Spring outage and U4 emergency outages for the year ending FY15.

The modifications noted above result in an increase of $185,000.00 in Contract Price:

Original Contract Price	$ 450,000.00
Total net amount of all previous Change Orders	$ 0
Total net amount of this Change Order	$ 185,000.00
Current Contract Price including this Change Order	$ 635,000.00

The Contract Time shall unchanged by 0 days, the current Completion Date being: 2/29/16

The circumstances necessitating this Change Order were not reasonably foreseeable at the beginning of this Contract and were not within the contemplation of the parties at that time. This Change Order is in the best interest of the City.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

City of Springfield Office of Public Utilities

Date:

By
Division Manager

Approved:
General Manager, Public Utilities

City of Springfield, Illinois

By
Mayor

Attest:
City Clerk

Contractor

Date: 24 FEB 2015

By SAMUEL POTTER
PRESIDENT
GRAYCOR BLASTING COMPANY INC.

AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $200,000.00 UNDER CONTRACT NO. UW14-02-92 – DUCTILE IRON WITH AMERICAN CAST IRON PIPE COMPANY IN A TOTAL AMOUNT NOT TO EXCEED $1,060,273.28 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 136-4-14 awarded Contract No. UW14-02-92 to American Cast Iron Pipe Company for one year, in the total amount of $860,273.28 for purchase of ductile iron, and

WHEREAS, said contract provides for extensions in addition to the original contract term, and

WHEREAS, this ordinance extends said contract to April 1 2016, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional $200,000.00 payable under the contract, and

WHEREAS, this is the first extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Two Hundred Thousand Dollars and No Cents ($200,000.00) for the purchase of ductile iron, under Contract No. UW14-02-92, and authorizes a One-Year Contract Extension to April 1, 2016.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension.

Section 3. The payment to American Cast Iron Pipe Company for the total maximum amount of One Million Sixty Thousand Two Hundred Seventy-Three Dollars and Twenty-Eight Cents ($1,060,273.28) under Contract No. UW14-02-92 from Account Nos. 101-100-BA-5161-1403 and 101-100-BE-5161-2313 is hereby authorized, approved and directed.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: __________________, 2015

____
MAYOR

ATTEST: ________________________

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-071
DATE OF 1ST READING: 03-03-15
ORDINANCE REQUEST NUMBER: ______

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 200,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Contract Extension & Additional Funding

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

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Ordinance No. 136-4-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: American Cast Iron Pipe Company CONTRACT AMOUNT: $ 860,273.28
(Original Amount if Change Order)
Bid Contract:
CONTRACT TERM: through April 1, 2016 TYPE OF AWARD: Additional Funding

CHANGE IN SCOPE __ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT $ 200,000.00

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: ______________

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

This is a standard contract extension & funding increase ordinance for the purchase of ductile iron pipe.

This Ordinance authorizes a contract extension & additional funding in an amount not to exceed $200,000.00 with American Cast Iron Pipe Company. This is the first contract extension.

Ordinance No. 136-4-14 awarded Contract UW14-02-92 to American Cast Iron Pipe Company for the purchase of ductile iron pipe in the total amount of $860,273.28 for 1 year. This Ordinance will increase the total amount payable under said contract to $1,060,273.28, and will extend the contract through April 1, 2016. All other terms of the contract, including the original prices quoted in 2014, remain the same.

It is necessary to extend this contract at 2014 prices as soliciting new bids will result in higher costs. Petersburg Plumbing & Excavating does a lot of water main installation work for surrounding communities. Currently, they are purchasing ductile iron pipe at prices that are 4.5%-14% higher, depending upon size, than the 2014 prices that we currently pay under this contract.

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

Rev: 6-21-96 The information supplied on this form is not confidential information. 9547

AMERICAN

THE RIGHT WAY

January 28, 2015

Michael Johnson, PE
Superintendent of Water Engineering
City, Water, Light & Power
401 N 11th Street
Springfield, IL 62702

Re: Contract # UW14-02-92

Michael,

Please be advised that in accordance with the stated language in Contract# UW14-02-92, American Cast Iron Pipe Company will extend the current contract for Ductile Iron Pipe through April 1, 2016.

Unit pricing for product as well as all other terms and conditions of the original contract will remain in effect throughout the extended period.

Yours Very Truly,

AMERICAN CAST IRON PIPE COMPANY

Tom Stanojevic
District Sales Manager

1/28/15
Date

Accepted by ______________________
Mayor, City of Springfield, IL

____
Date

2015-072

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION UNDER CONTRACT NO. UW10-01-92 WITH HD SUPPLY WATERWORKS, LTD. FOR THE PURCHASE OF FIRE HYDRANTS FOR A TOTAL AMOUNT NOT TO EXCEED $1,743,110.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, under Ordinance No. 121-03-10, the Council of the City of Springfield, Illinois, approved Contract No. UW10-01-92 – Fire Hydrants for the City of Springfield Office of Public Utilities' Water Division Field Services Center, and

WHEREAS, said ordinance authorized the utility to spend up to $348,622.00 for the purchase of fire hydrants and extension kits during said initial one-year contract term, and

WHEREAS, Ordinance No. 61-2-11 authorized a one-year extension to said contract with HD Supply Waterworks, Ltd. and a funding increase in the amount of $348,622.00, and

WHEREAS, Ordinance No. 41-2-12 authorized a one-year extension to said contract with HD Supply Waterworks, Ltd. and a funding increase in the amount of $348,622.00, and

WHEREAS, Ordinance No. 54-2-13 authorized a one-year extension to said contract with HD Supply Waterworks, Ltd. and a funding increase in the amount of $348,622.00, and

WHEREAS, Ordinance 81-3-14 authorized a one-year extension to said contract with HD Supply Waterworks, Ltd. and a funding increase in the amount of $348,622.00, and

WHEREAS, in accordance with the contract specifications, the Office of Public Utilities wishes to extend Contract No. UW10-01-92 for the purchase of fire hydrants and extension kits with the vendor for an additional one-year period, and

WHEREAS, this ordinance will extend said contract term to April 1, 2016, per the vendor's Letter Offer for Extension, a copy of which shall be on file with the City of Springfield Office of the City Clerk, and

WHEREAS, a Change Order is not necessary because this action does not alter any of the terms or conditions as previously agreed to by the vendor.

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 a One-Year Contract Extension to April 1, 2016, by accepting the Letter Offer for Extension with HD Supply Waterworks, Ltd.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said contract extension with HD Supply Waterworks, Ltd. 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 of Springfield Office of the City Clerk.

PASSED: ____________________, 2015

RECORDED: __________________, 2015

ATTEST: ________________________

SIGNED: ______________________

____
MAYOR

Approved as to legal sufficiency:
[signature] / 2/26/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-072
DATE OF 1ST READING: 03-03-15
ORDINANCE REQUEST NUMBER: ___

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ none BUDGETED: ~~YES/NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Contract Extension

ACCOUNTING INFORMATION: n/a

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Ordinance Nos. 121-03-10, 61-2-11, 41-2-12, 54-2-13, 81-3-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: HD Supply Waterworks, Ltd. CONTRACT AMOUNT: $ 1,743,110.00
(Original Amount if Change Order)
Bid Contract:
CONTRACT TERM: Through April 1, 2016 TYPE OF AWARD:

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

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: ____________

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

This is a standard ordinance authorizing a contract extension with HD Supply Waterworks, Ltd for the purchase of fire hydrants and extension kits. This is the fifth contract extension.

Ordinance No. 121-03-10 awarded Contract UW10-01-92 to HD Supply Waterworks, Ltd. for the purchase of fire hydrants and extension kits in the total amount of $348,622.00 through April 1, 2011. Ordinance No. 61-02-11 approved a one-year extension until April 1, 2012, and a funding increase in the amount of $348,622.00. Ordinance No. 41-02-12 approved a one-year extension until April 1, 2013, and a funding increase in the amount of $348,622.00. Ordinance 54-02-13 approved a one-year extension until April 1, 2014, and a funding increase in the amount of $348,622.00. Ordinance 81-3-14 approved a one-year extension until April 1, 2015, and a funding increase in the amount of $348,622.00.

This Ordinance will extend the contract through April 1, 2016. No funding increase is necessary at this time. All other terms of the contract, including the original prices quoted in 2010, remain the same.

It is necessary to extend this contract at 2010 prices as soliciting new bids will result in higher costs. Our current pricing under this contract is $929 per hydrant. We have not been able to find a utility company that pays anything less than $1,000 per hydrant. For example, Curran Gardner Water District pays $2,450 per hydrant and Petersburg Plumbing & Excavating purchases hydrants for $1,950 each.

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

9548

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

HD SUPPLY WATERWORKS

309.444.3183 PHONE 309.444.3644 FAX
115 N. CUMMINGS LANE
WASHINGTON, IL 61571

February 10, 2015

City of Springfield
Office of Public Utilities
Municipal Center East, Fourth Floor
800 East Monroe
Springfield, IL 62757-0001

RE: Contract UW10-01-92 for Fire Hydrants

Dear Mr. Johnson,

Based on discussions with the City of Springfield Office of Public Utilities (City Water, Light and Power) and in accordance with stated language in Contract UW10-01-92, HD Supply Waterworks agrees to extend said Contract for Fire Hydrants through April 01, 2016.

Unit pricing, as well as all other terms and conditions under the original contract, shall remain in effect throughout the contract extension period.

By ____________________ Date 2-10-15
Michael Grawe, Operations Manager

Accepted By:

The City of Springfield Office of Public Utilities

____________________ Date ____________
Mayor

AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF FUNDS WITH THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD REGARDING WATER MAIN INSTALLATION
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance amends our existing contract with the University of Illinois at Springfield ("UIS") for the administration of funds related to a water installation project, and

WHEREAS, Ordinance 400-11-13 approved an agreement with UIS, whereby the Office of Public Utilities ("CWLP") would install water lines on the UIS campus to support the Public Safety Building and UIS Sports Complex, and

WHEREAS, installation is complete, however $18,474.21 in additional expenses were incurred, and

WHEREAS, UIS has requested this amendment so that they may reimburse CWLP for the additional expenses, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the Amendment to the Administration of Funds Agreement with UIS.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the Amendment on behalf of CWLP.

Section 3. 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: ____________________, 2015

RECORDED: ________________, 2015

ATTEST: __________________________

SIGNED: ______________, 2015

____
MAYOR

Approved as to legal sufficiency: 2/26/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

2015-073

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 3-3-15
ORDINANCE REQUEST NUMBER: ____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES   STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $(18,474.21)   BUDGETED: YES/~~NO~~   NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Amendment to Agreement for Administration of Funds

ACCOUNTING INFORMATION: 101-100-BE-4442-2304

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: 400-11-13

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: University of Illinois Springfield   CONTRACT AMOUNT: $175,000.00
(Original Amount if Change Order)
CONTRACT TERM: until complete   TYPE OF AWARD: n/a

CHANGE IN SCOPE ___ Y _X_ N   CHANGE ORDER # N/A   ADDT'L AMOUNT $ 0.00

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO   IF YES, ANNEXATION RATING: ______________

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

This is a new ordinance amending our existing contract with the University of Illinois at Springfield ("UIS") for the administration of funds related to a water installation project.

Ordinance 400-11-13 approved an agreement with UIS, whereby CWLP would install water lines on the UIS campus to support the Public Safety Building & UIS Sports Complex. Installation is complete, however $18,474.21 in additional expenses were incurred. UIS has requested this amendment so that they may reimburse CWLP for the additional expenses.

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

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

9549

AMENDMENT
to
AGREEMENT FOR ADMINISTRATION OF FUNDS
University of Illinois, Springfield
CDB Project No. 830-080-014
UI Project No. S13022

WHEREAS, the Board of Trustees of the University of Illinois on behalf of its Springfield campus ("UIS"), and Springfield City, Water, Light & Power ("CWLP") entered into an Agreement on November 21, 2013, for the installation and maintenance of water lines on the UIS campus to support the Public Safety Building and the UIS Sports Complex ("Project");

WHEREAS, the parties agreed that the projected cost for CWLP's performance would be $175,000, and UIS issued payment to CWLP for this amount on December 5, 2013;

WHEREAS, in completing the Project, CWLP incurred additional expenses which added $18,474.21 to the cost of performance; and

WHEREAS, UIS would like to issue payment to CWLP in the amount of $18,474.21, for completion of the Project.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CWLP shall provide UIS with documentation of the changes encountered in the Project;

2. CWLP shall provide UIS with invoices reflecting the costs of those changes encountered in the Project, totaling $18,474.21;

3. Upon receipt of this documentation, UIS will issue payment to CWLP in the amount of $18,474.21.

4. All other terms in the Agreement between the parties shall remain unchanged.

CWLP

Signature Date

Mayor
Title

Board of Trustees of the University of Illinois

Walter K. Knorr, Comptroller Date

Approved for legal form by Office of University Counsel

2015-074

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT FOR 4121 GREENBERRY ROAD (SITE 95) FOR THE CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves and authorizes execution of a lease agreement, a copy of which shall be on file with the Office of the City Clerk, and

WHEREAS, the leased property consists of 5 acres and a mobile home pad located at 4121 Greenberry Road, Pawnee, Illinois (Site 95), and

WHEREAS, the lease for Site 95 provides that the tenant will pay $250.00/month in rent for one year, and

WHEREAS, there is no security deposit because the City does not own any structures on the leased premises, and

WHEREAS, the lease contains a provision that allows the City to terminate the lease for purposes of inundation or sale of the land, and

WHEREAS, the City also retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys and studies, and

WHEREAS, the lease agreement is effective for a one-year term.

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 lease agreement, for the property commonly known as 4121 Greenberry Road, Pawnee (Site 95) from March 1, 2015, through February 29, 2016, unless cancelled or extended in accordance with the lease provisions.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said lease agreement 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 of Springfield Office of the City Clerk.

PASSED: ____________________, 2015

RECORDED: __________________, 2015

ATTEST: ________________________

SIGNED: ______________________

____
MAYOR

Approved as to legal sufficiency:
Todd Greenburg 2/26/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

2015-074

ORDINANCE FACT SHEET

AGENDA NUMBER: ____________
DATE OF 1ST READING: 03-03-15
ORDINANCE REQUEST NUMBER: L&W1078

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ (3,000.00)

BUDGETED: YES/~~NO~~

NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Lake II Property Lease

ACCOUNTING INFORMATION: Revenues deposited into Account No. 101-100-BC-5884-C131

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: N/A

CONTRACT AMOUNT: $ N/A
(Original Amount if Change Order)

CONTRACT TERM: Through Feb. 29, 2016

TYPE OF AWARD: N/A

CHANGE IN SCOPE ___ Y _X_ N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0.00

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

This is an annual ordinance for the lease of real property owned by the City.

This ordinance authorizes the execution of a property lease agreement for a one-year term for the Administrative Services Division for the City of Springfield Office of Public Utilities. The leased property consists of 5 acres and a mobile home pad located at 4121 Greenberry Road, Pawnee, Illinois (Site 95).

The lease for Site 95 provides that the tenant will pay $250.00/month in rent for one year. Last year's rent was the same. There is no security deposit because the City does not own any structures on the leased premises. The lease contains a provision that allows the City to terminate the lease for purposes of inundation or sale of the land. The City also retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys and studies.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9545

2015-075

AN ORDINANCE AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH, AND PAYMENT OF AN AMOUNT NOT TO EXCEED $75,000.00 TO, RAYMOND L. BROCCARDO FOR CONSULTING SERVICES AND DIRECT SALES EFFORTS PERTAINING TO INTERMENT RIGHTS FOR CEMETERY SPACES OFFERED BY OAK RIDGE CEMETERY, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires the services of a consultant and provider of direct sales efforts pertaining to interment rights offered by Oak Ridge Cemetery; and

WHEREAS, Raymond L. Broccardo is willing and able to perform these services in an amount not to exceed $75,000.00 from February 4, 2015, through February 3, 2016; and

WHEREAS, it is in the best interest of the City to execute a contractual services agreement with Raymond L. Broccardo; 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 38.40 pertaining to sealed competitive bids; and

WHEREAS, the contractual services 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 the execution of a contractual services agreement with Raymond L. Broccardo for consultant services and direct sales efforts pertaining to interment rights offered by Oak Ridge Cemetery for an amount not to exceed $75,000.00 from February 4, 2015, through February 3, 2016. The Mayor and the City Clerk are hereby authorized to execute the agreement on behalf of the City.

Section 2: That the Office of Budget and Management is hereby directed to pay Raymond L. Broccardo (0VC*3865) an amount not to exceed $75,000.00 from February 4, 2015, through February 3, 2016, from account number 004-110-CEMT-CEMT-1218.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ________________, 2015

____
Mayor J. Michael Houston

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

S:\WPDOCS\ORDINANC\EXCEPTIO\PROF\pworks\Ray Broccardo Interment Rights Oak Ridge $75,000.doc Tracking No. 9539

2015-075

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

MEMORANDUM

TO: MATT GAIRANI

FROM: JAY WAVERING JW

DATE: FEBRUARY 26, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with approving an agreement and authorizing payment to Ray Broccardo for consulting services and direct sales efforts pertaining to interment rights in the amount not to exceed $75,000.00 for the Office of Public Works, Oak Ridge Cemetery

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.

2015-075

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 3/3/2015

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER:

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

TYPE OF ORDINANCE: Professional Service
FISCAL IMPACT: $75,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RAYMOND L. BROCCARDO TO CONSULT AND PROVIDES DIRECT SALES EFFORTS PERTAINING TO INTERMENT RIGHTS IN AN AMOUNT NOT TO EXCEED $75,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

This agreement is not exclusive to Ray Broccardo
The City expressly reserves the right to engage the
services of any other consultant at any time.

CONTRACTOR / VENDOR NAME: RAYMOND L. BROCCARDO
VENDOR NO: VC0000003865

CONTRACT TERM:
CONTRACT #
Change in Scope Yes [ ] No [ ]

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

Method of Purchase (check one)
Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: Professional Service
[ ] Exception:
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	004	110	CEMT	CEMT	1218	$75,000.00
2						
3						
4						

FUNDS CHECK BY: Radostina Antonova Date: 02/25/15
DIRECTOR / SUPERVISOR SIGNATURE: Mary Maher Date: 2/25/15
CITY PURCHASING AGENT: Jay Wavering dlr Date: 2/25/15

COMMENTS

This ordinance will authorize the execution of a one year contractual agreement with Raymond L. Broccardo to consult and design/implement a program for the sale of internment rights for cemetery spaces offered by Oak Ridge.

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

9539

S\Excel\Forms\Ray Broccardo -Prof. Srvcs.xlsx The information supplied on this form is not confidential information. Revised 5/26/04

AN ORDINANCE AMENDING ORDINANCE 430-12-13 TO CORRECT AN ACCOUNT LINE FOR PAYMENT TO CRAWFORD, MURPHY & TILLY, INC., FOR A SANITARY SEWER SYSTEM ALTERNATIVES ANALYSIS AND DRAINAGE INVESTIGATION IN THE NORTHEAST AREA OF SPRINGFIELD

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

WHEREAS, the City Council previously passed ordinance 430-12-13 authorizing an agreement with Crawford, Murphy and Tilly, Inc. to find alternatives to eliminate sanitary sewer overflows in the northeast area of the City in an amount not to exceed $366,000.00; and

WHEREAS, an incorrect account for payment of $27,000.00 was inadvertently listed on the ordinance fact sheet request form; and

WHEREAS, it is necessary to correct the account authorized per ordinance 430-12-13 in the amount of $27,000.00 from 095-107-GENC-INFR-2306 to 095-107-BMGT-14GO-2306; and

WHEREAS, all other terms and conditions of the ordinance and agreement authorized by ordinance 430-12-13 and not in conflict with this ordinance shall remain in full force and effect.

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

Section 1: That the City Council hereby approves an amendment to ordinance 430-12-13 to correct an account line for payment of $27,000.00 to Crawford, Murphy & Tilly, Inc. for preparation of an alternative analysis to eliminate sanitary sewer overflows and investigate drainage conditions in the northeast area of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Crawford, Murphy & Tilly, Inc. (0CRA 4901) in the amount of $27,000.00 from account 095-107-BMGT-14GO-2306 upon satisfactory performance of the agreement.

Section 3: That all other terms and conditions of the ordinance and agreement authorized by ordinance 430-12-13 not in conflict with this ordinance shall remain in full force and effect.

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

PASSED: ____________________, **2015**

SIGNED: ____________________, **2015**

RECORDED: ________________, **2015**

____
Mayor J. Michael Houston

ATTEST: ____________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
Todd Greenburg / 3/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-076

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 3/3/15

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER:

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

TYPE OF ORDINANCE: Amended-Professional Services **FISCAL IMPACT:**

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING ORDINANCE 430.12.13 A PROFESSIONAL SERVICE AGREEMENT WITH CRAWFORD MURPHY & TILLY,INC. TO CORRECT AN EXPENDITURE LINE

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

430.12.13

CONTRACTOR / VENDOR NAME: CRAWFORD MURPHY & TILLY,INC. **VENDOR NO:** 0CRA4901

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

CONTRACT AMOUNT: $366,000.00 (Original amount if change order) **Change Order #** **Additional Amount**

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

[x] **Low Bid** [ ] **Other:**
[ ] **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	015	110	SEWR	0SUR	2308	$339,000.00
2	095	107	BMGT	14GO	2306	$ 27,000.00
3						
4						

FUNDS CHECK BY: R Dimitrova **Date:** 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE Marc Mahoney **Date:** 2/23/15
CITY PURCHASING AGENT: **Date:**

COMMENTS

an ordinance to ammend ordinance 430.12.13 executing an agreement with Crawford Murphy & Tilly. The ordinance was passed with an incorrect expenditure line from fund 095. The correct line 095-107-BMGT-14GO-2306

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

4538

S\Excel\Forms\Parkland contract addtn.xls The information supplied on this form is not confidential information. Revised 5/26/04

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 15-01-82 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE 2016 BITUMINOUS OVERLAY PROGRAM IN AN AMOUNT NOT TO EXCEED $9,743,788.07, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Truman L. Flatt & Sons Co., Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the 2016 Bituminous Overlay Program which consists of various streets throughout the City being milled, patched and resurfaced and concrete curbing and ADA ramp improvements are also included where necessary, for the Office of Public Works in an amount not to exceed $9,743,788.07; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-82.

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

Section 1: That the City Council hereby accepts the bid from Truman L. Flatt & Sons Co., Inc. to furnish construction on the 2016 Bituminous Overlay Program for the Office of Public Works in an amount not to exceed $9,743,788.07. The Mayor and City Clerk are authorized to execute contract no. PW 15-01-82 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Truman L. Flatt & Sons Co., Inc. (0FLA2800) in the amount of $9,743,788.07 in accordance with the terms of Contract PW 15-01-82 from account number 095-107-GENC-15GO-1204.

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

PASSED: ____________________, 2015

SIGNED: ______________________, 2015

RECORDED: ________________, 2015

____

Mayor J. Michael Houston

ATTEST: ______________________

City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15

Office of Corporation Counsel / Date

2015-077

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-7
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: Ord. Amt.: $19,848,486.44

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW15-01-82 WITH TRUMAN L. FLATT & SONS CO., INC. AND P.H. BROUGHTON & SONS, INC. TO FURNISH CONSTRUCTION ON THE FY2016 BITUMINOUS OVERLAY PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

contracts

CONTRACTOR / VENDOR NAME Truman L. Flatt & Sons Co., Inc. **VENDOR NO:** 0FLA2800

CONTRACT TERM: completion **CONTRACT #** PW15-01-82 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $9,743,788.07 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) Previous Ord #s

[X] **Low Bid** [ ] **Other:**
[ ] **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	107	GENC	15GO	1204	$9,743,788.07
2						
3						
4						

FUNDS CHECK BY: [signature] **Date:** 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE [signature] **Date:** 2/23/15
CITY PURCHASING AGENT: [signature] **Date:** 2/23/15

COMMENTS

This is an ordinance for the FY 2016 Bituminous Overlay Program. Various streets throughout the City will be milled, patched, and resurfaced. Concrete curbing and ADA ramp improvements are also included where necessary.

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

95 4 Day

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 15-01-82 WITH P.H. BROUGHTON & SONS, INC. TO FURNISH CONSTRUCTION ON THE 2016 BITUMINOUS OVERLAY PROGRAM IN AN AMOUNT NOT TO EXCEED $10,104,698.37, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, P.H. Broughton & Sons, Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the 2016 Bituminous Overlay Program which consists of various streets throughout the City being milled, patched and resurfaced and concrete curbing and ADA ramp improvements are also included where necessary, for the Office of Public Works in an amount not to exceed $10,104,698.37; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-82.

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

Section 1: That the City Council hereby accepts the bid from P.H. Broughton & Sons, Inc. to furnish construction on the 2016 Bituminous Overlay Program for the Office of Public Works in an amount not to exceed $10,104,698.37. The Mayor and City Clerk are authorized to execute contract no. PW 15-01-82 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (0BRO2800) in the amount of $10,104,698.37 in accordance with the terms of Contract PW 15-01-82 from account number 095-107-GENC-15GO-1204.

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

PASSED: ____________________, 2015

SIGNED: ______________________, 2015

RECORDED: ________________, 2015

____
Mayor J. Michael Houston

ATTEST: ______________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-078

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-8
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: Ord. Amt.: $19,848,486.44

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

SUGGESTED TITLE:

FY 2016 Bituminous Overlays

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

CONTRACTOR / VENDOR NAME P.H. Broughton & Sons, Inc. **VENDOR NO:** 0BRO2800

CONTRACT TERM: completion **CONTRACT #** PW15-01-82 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $10,104,698.37 (Original amount if change order) | **Change Order #** | **Additional Amount**

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

[X] **Low Bid** [ ] **Other:** **Is Purchasing Agent approval required?** No [ ] Yes [X]

[ ] **Low Bid Meeting Specs** [ ] **Exception:** **Is Purchasing Agent approval attached?** No [ ] Yes [X]

[ ] **Low Evaluated Bid** **Code Provision:**

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	107	GENC	15GO	1204	$10,104,698.37
2						
3						
4						

FUNDS CHECK BY: [signature] **Date:** 02/23/15

DIRECTOR / SUPERVISOR SIGNATURE [signature] **Date:** 2/23/15

CITY PURCHASING AGENT: [signature] **Date:** 2/23/15

COMMENTS

This is an ordinance for the FY 2016 Bituminous Overlay Program. Various streets throughout the City will be milled, patched, and resurfaced. Concrete curbing and ADA ramp improvements are also included where necessary.

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

9540 b

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-83 WITH WAS CONSTRUCTION COMPANY FOR THE 2016 SIDEWALK PROGRAM IN AN AMOUNT NOT TO EXCEED $1,204,846.55 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that WAS Construction Company has submitted the lowest bid meeting specifications to furnish construction on the 2016 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,204,846.55; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-83; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to WAS Construction Company

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

Section 1: That the City Council hereby accepts the bid from WAS Construction Company to furnish construction on the 2016 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,204,846.55. The Mayor and City Clerk are authorized to execute Contract No. PW 15-01-83 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay WAS Construction Company (0SCH 4400) an amount not to exceed $1,204,846.55 from account number 095-107-GENC-15GO-1204.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ________________, 2015

____
Mayor J. Michael Houston

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:
2/26/15
Office of Corporation Counsel / Date

Requested by: Major J. Michael Houston

2015-079

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-9
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 X-227

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

TYPE OF ORDINANCE: low bid
FISCAL IMPACT: Ord. Amt.: $2,601,345.80

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW15-01-83 WITH WAS CONSTRUCTION COMPANY AND OTTO BAUM COMPANY, INC. FOR THE FY 2016 SIDEWALK PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME WAS Construction Company **VENDOR NO:** 0SCH4400
CONTRACT TERM: completion **CONTRACT #** PW15-01-83 **Change in Scope** Yes [ ] No [X]
CONTRACT AMOUNT: $1,204,846.55 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) Previous Ord #s

[X] **Low Bid** [ ] **Other:**
[ ] **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	107	GENC	15GO	1204	$ 1,204,846.55
2						
3						
4						

FUNDS CHECK BY: [signature] Date: 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE [signature] Date: 2/23/15
CITY PURCHASING AGENT: [signature] Date: 2/23/15

COMMENTS

This ordinance is for the annual sidewalk program. Various sidewalk and curb ramps throughout the City will be removed, replaced and installed.

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

9540c

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-83 WITH OTTO BAUM COMPANY, INC. FOR THE 2016 SIDEWALK PROGRAM IN AN AMOUNT NOT TO EXCEED $1,396,499.25, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Otto Baum Company, Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the 2016 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,396,499.25; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-83; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Otto Baum Company, Inc.

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

Section 1: That the City Council hereby accepts the bid of Otto Baum Company, Inc. to furnish construction on the 2016 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,396,499.25. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Otto Baum Company, Inc. (0OTT 5650) in an amount not to exceed $1,396,499.25 from account number 095-107-GENC-15GO-1204 in accordance with the terms of contract PW 15-01-83.

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

PASSED: ____________________, 2015

SIGNED: ____________________, 2015

RECORDED: ________________, 2015

____

Mayor J. Michael Houston

ATTEST: ______________________

City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenburg / 2/26/15

Office of Corporation Counsel / Date

2015-080

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-10
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 X-227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: Ord. Amt.: $2,601,345.80

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

SUGGESTED TITLE:

FY 2016 Sidewalk Program

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

CONTRACTOR / VENDOR NAME Otto Baum Company, Inc.
VENDOR NO: 0OTT5650

CONTRACT TERM: completion
CONTRACT # PW15-01-83
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,396,499.25 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

[X] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
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	107	GENC	15GO	1204	$ 1,396,499.25
2						
3						
4						

FUNDS CHECK BY: [signature] Date: 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE Mark Mahre Date: 2/23/15
CITY PURCHASING AGENT: Dan Rittenhouse Date: 2/23/15

COMMENTS

This ordinance is for the annual sidewalk program. Various sidewalk and curb ramps throughout the City will be removed, replaced and installed.

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

9540 d

S\Excel\Forms\15-10 Ord, FY2016 Sidewalk Program-Otto Baum.xls
The information supplied on this form is not confidential information.
Revised 5/26/04

2015-081

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-84 WITH SANGAMO CONSTRUCTION COMPANY FOR THE SOUTH STATE STREET ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $299,395.27 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Sangamo Construction Company has submitted the lowest responsible bid meeting specifications to furnish roadway improvements to south State Street between Laurel and Ash Streets to eliminate the recurring ponding and flooding along this section for the Office of Public Works in an amount not to exceed $299,395.27; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-84; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Sangamo Construction Company.

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

Section 1: That the City Council hereby accepts the bid of Sangamo Construction Company to furnish roadway improvements to south State Street between Laurel and Ash Streets to eliminate recurring flooding along this section for the Office of Public Works in an amount not to exceed $299,395.27. The Mayor and City Clerk are authorized to execute contract number PW 15-01-84 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Sangamo Construction Company(0SAN 5600) in an amount not to exceed $299,395.27 from account number 095-107-GENC-15GO-1204 in accordance with the terms of contract number PW 15-01-84.

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

PASSED: ____________________, **2015**

SIGNED: ____________________, **2015**

RECORDED: ________________, **2015**

____
Mayor J. Michael Houston

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

S:\WPDOCS\ORDINANC\LOWBID\PWLOWBID\Sangamo PW15-01-84 S State St Rd.doc

Tracking No. 9540e

2015-081

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-11
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 X-227

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

TYPE OF ORDINANCE: low bid
FISCAL IMPACT: $ 299,395.27

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW15-01-84 WITH SANGAMO CONSTRUCTION COMPANY FOR THE SOUTH STATE STREET ROADWAY IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS

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

contracts

CONTRACTOR / VENDOR NAME Sangamo Construction Co. VENDOR NO: 0SAN5600

CONTRACT TERM: completion CONTRACT # PW15-01-84 Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $299,325.27 (Original amount if change order) | Change Order # | Additional Amount

Method of Purchase (check one) Previous Ord #s

[X] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
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	107	GENC	15GO	1204	$ 299,395.27
2						
3						
4						

FUNDS CHECK BY: [signature] Date: 02/23/15

DIRECTOR / SUPERVISOR SIGNATURE [signature] Date: 2/23/15

CITY PURCHASING AGENT: [signature] Date: 2/23/15

COMMENTS

This ordinance is for the roadway improvements to South State Street between Laurel Street and Ash Street, to eliminate the recurring ponding and flooding along this section.

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

9540e

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW 15-01-91 WITH OTTO BAUM COMPANY, INC. FOR THE 2016 BRICK STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED $2,162,770.75, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest evaluated bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Otto Baum Company, Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the 2016 Brick Street Maintenance Program for the Office of Public Works in an amount not to exceed $2,162,770.75; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-91; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Otto Baum Company, Inc.

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

Section 1: That the City Council hereby accepts the bid of Otto Baum Company, Inc. to furnish construction on the 2016 Brick Street Maintenance Program for the Office of Public Works in an amount not to exceed $2,162,770.75. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Otto Baum Company, Inc. (0OTT 5650) in an amount not to exceed $2,162,770.75 from account number 095-107-GENC-15GO-1204 in accordance with the terms of contract PW 15-01-91.

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

PASSED: ____________________, **2015**

SIGNED: ____________________, **2015**

RECORDED: ________________, **2015**

____

Mayor J. Michael Houston

ATTEST: ______________________

City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15

Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-082

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-12
DATE OF 1ST READING: 3-3-2015

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 X-227

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

TYPE OF ORDINANCE: low bid
FISCAL IMPACT: $ 2,162,770.75

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW15-01-91 WITH OTTO BAUM COMPANY, INC. FOR THE FY 2016 BRICK STREET MAINTENANCE PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME Otto Baum Company, Inc. **VENDOR NO:** 0OTT5650

CONTRACT TERM: completion **CONTRACT #** PW15-01-91 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $2,162,770.75
(Original amount if change order)
Change Order #
Additional Amount

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

[X] **Low Bid** [ ] **Other:**
[ ] **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	107	GENC	15GO	1204	$ 2,162,770.75
2						
3						
4						

FUNDS CHECK BY: [signature]	**Date:** 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE [signature]	**Date:** 2/23/15
CITY PURCHASING AGENT: [signature]	**Date:** 2/23/15

COMMENTS

This ordinance is for the FY 2016 Brick Street Maintenance Program. With this project, six brick streets will be repaired and restored.

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

9540 f

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW 15-12-73 WITH PETERSBURG PLUMBING & EXCAVATING, LLC FOR THE CONSTRUCTION OF THE WILLIAMS PLACE SEWER PROJECT, IN AN AMOUNT NOT TO EXCEED $224,660.00, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Petersburg Plumbing & Excavating, LLC has submitted the lowest responsible bid meeting specifications for improvement to the Williams Place Sewer Project along Walnut Avenue between Vine and Allen Streets consisting of abandonment and refill of an existing sewer located on private property and underneath existing buildings and redirection of sewer services to existing and proposed sewer mains in an amount not to exceed $224,660.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-12-73; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Petersburg Plumbing & Excavating, LLC.

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

Section 1: That the City Council hereby authorizes acceptance and execution of a contract with Petersburg Plumbing & Excavating, LLC for improvement to the Williams Place Sewer Project along Walnut Avenue between Vine and Allen Streets consisting of abandonment and refill of an existing sewer located on private property and underneath existing buildings and redirection of sewer services to existing and proposed sewer mains in an amount not to exceed $224,660.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW 15-12-73 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Petersburg Plumbing & Excavating, LLC (VC*1675) in the amount of $224,660.00 from account number 015-110-SEWR-OSUR-2304 upon satisfactory performance of Contract No. PW 15-12-73.

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

PASSED: ____________________, 2015

RECORDED: ________________, 2015

ATTEST: ________________________
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: ____________________, 2015

____
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenburg, 2/26/15
Office of Corporation Counsel / Date

2015-083

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-13
DATE OF 1ST READING: 3/3/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: John Higginbotham
PHONE NUMBER: 789-2260 ext 229

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

TYPE OF ORDINANCE: Low Bid

FISCAL IMPACT: $224,660

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW 15-12-73 WITH PETERSBURG PLUMBING AND EXCAVATING LLC FOR THE CONSTRUCTION OF THE WILLIAMS PLACE SEWER PROJECT IN AN AMOUNT NOT TO EXCEED $224,660.00 FOR THE OFFICE OF PUBLIC WORKS.

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

contracts

CONTRACTOR / VENDOR NAME: Petersburg Plumbing and Excavating LLC **VENDOR NO:** VC*1675

CONTRACT TERM: 60 calendar days **CONTRACT #** PW 15-12-73 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $224,660.00 (Original amount if change order)

Change Order #

Additional Amount

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

[X] **Low Bid**
[ ] **Low Bid Meeting Specs**
[ ] **Low Evaluated Bid**
[ ] **Other:**
[ ] **Exception:**
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	OSUR	2304	$ 224,660.00
2						
3						
4						

FUNDS CHECK BY:	**Date:** 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE	**Date:** 2/23/15
CITY PURCHASING AGENT:	**Date:** 2/23/15

COMMENTS

This ordinance is to construct the Williams Place Sewer Project along Walnut Avenue between Vine Street and Allen Street. This project will abandon and fill an existing sewer located on private property and underneath existing buildings and redirect sewer services to existing and proposed sewer mains.

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

95409

S:\Excel\Forms\15-13 Ord-Williams Place Sewer Project Petersburg Plumbing The information supplied on this form is not confidential information. Revised 5/26/04

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW 15-01-86 WITH INSTITUFORM TECHNOLOGIES, INC. FOR THE CONSTRUCTION OF SEWER REPAIR AND CIPP PROJECT IN AN AMOUNT NOT TO EXCEED $2,742,309.50, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Instituform Technologies, Inc. has submitted the lowest responsible bid meeting specifications for rehabilitation of sewers along Reynolds, Jefferson, Monroe and Carpenter Streets as well as in Franklin Park Estates Subdivision in an amount not to exceed $2,742,309.50; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 15-01-86; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Instituform Technologies, Inc.

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

Section 1: That the City Council hereby authorizes acceptance and execution of a contract with Instituform Technologies, Inc. for rehabilitation of sewers along Reynolds, Jefferson, Monroe and Carpenter Streets as well as in Franklin Park Estates Subdivision in an amount not to exceed $2,742,309.50 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW 15-01-86 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Instituform Technologies, Inc. (0INS2000) in the amount of $2,742,309.50 from account number 015-110-SEWR-OSUR-2305 upon satisfactory performance of Contract No. PW 15-01-86.

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

PASSED: ____________________, **2015**

SIGNED: ______________________, **2015**

RECORDED: ________________, **2015**

____
Mayor J. Michael Houston

ATTEST: _________________________
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Todd Greenburg / 2/26/15
Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

2015-084

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-14
DATE OF 1ST READING: 3/3/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: John Higginbotham
PHONE NUMBER: 789-2260 ext 229

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

TYPE OF ORDINANCE: Low Bid

FISCAL IMPACT: $ 2,742,309.50

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW 15-01-86 WITH INSITUFORM TECHNOLOGIES, INC. FOR THE CONSTRUCTION OF THE SEWER REPAIR AND CIPP PROJECT IN AN AMOUNT NOT TO EXCEED $2,742,309.50 FOR THE OFFICE OF PUBLIC WORKS.

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

contract

CONTRACTOR / VENDOR NAME: Insituform Technologies USA, Inc. **VENDOR NO:** 0INS 2000

CONTRACT TERM: 180 days **CONTRACT #** PW15-01-86 **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: $2,742,309.50 (Original amount if change order) **Change Order #** **Additional Amount**

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

[X] **Low Bid** [ ] **Other:**
[ ] **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	015	110	SEWR	OSUR	2305	$ 2,742,309.50
2						
3						
4						

FUNDS CHECK BY: R. Dimitrova	Date: 02/23/15
DIRECTOR / SUPERVISOR SIGNATURE Mark Mahan	Date: 2/23/15
CITY PURCHASING AGENT: Dan Pettibone	Date: 2/23/15

COMMENTS

This contract is for the rehabilitation of sewers along Reynolds Street, Jefferson Street, Monroe Street, Carpenter Street, and Franklin Park Estates Subdivision.

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

9540 h

S\Excel\Forms\15-14 Ord, Sewer Repair and CIPP Project Information

The information supplied on this form is not confidential information.

Revised 5/26/04