

CITY COUNCIL AGENDA



SPRINGFIELD CITY COUNCIL MEETING

Wednesday, April 8, 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 2 GAIL SIMPSON
WARD 3 DORIS TURNER
WARD 4 FRANK LESKO
WARD 5 SAM CAHNMAN

WARD 6 CORY JOBE
WARD 7 JOE MCMENAMIN
WARD 8 KRIS THEILEN
WARD 9 STEVE DOVE
WARD 10 JIM MCDONOUGH

ORDER OF BUSINESS

- | | |
|--|---|
| 1. Call to Order | 9. Debate Agenda |
| 2. Pledge of Allegiance | 10. Emergency Passage |
| 3. Proclamations | 11. Ordinances on First Reading |
| 4. Zoning Agenda | 12. Unfinished Business |
| 5. Presentations | 13. New Business |
| 6. Approval of the City Council Minutes | 14. Citizens Request to Address the Council |
| 7. Consent Agenda | 15. Executive Session |
| 8. Ordinances Tabled or Remaining In Committee | 16. Adjournment |

CONSENT AGENDA

2015-090 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF FY15 UNAPPROPRIATED FUND BALANCE IN THE AMOUNT OF \$25,100.00 FOR THE OFFICE OF COUNCIL COORDINATOR (**Requested by Mayor J. Michael Houston**)

2015-091 AN ORDINANCE AUTHORIZING A PAYMENT TO VERIZON WIRELESS FOR MONTHLY DATA SERVICES FOR MDC AND VIDEO UNITS IN AN AMOUNT NOT TO EXCEED \$108,900.00 UNDER STATE MASTER CONTRACT CSM#033559P, FOR THE OFFICE OF HOMELAND SECURITY BUREAU OF EMERGENCY COMMUNICATIONS (**Requested by Mayor J. Michael Houston**)

2015-092 AN ORDINANCE AUTHORIZING A PAYMENT TO MOTOROLA SOLUTIONS INC. FOR MONTHLY STARCOM RADIO SERVICES USED BY THE SPRINGFIELD POLICE DEPARTMENT AND HOMELAND SECURITY IN AN AMOUNT NOT TO EXCEED \$108,120.00 UNDER STATE MASTER CONTRACT CSM#3618850, FOR THE OFFICE OF HOMELAND SECURITY BUREAU OF EMERGENCY COMMUNICATIONS (**Requested by Mayor J. Michael Houston**)

2015-093 AN ORDINANCE APPROVING ADDITIONAL PAYMENT OF \$15,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$65,000.00 TO DRAKE, NARUP & MEAD, P.C. FOR RANDALL A. MEAD TO PROVIDE LEGAL SERVICES REGARDING SANGAMON COUNTY COURT CASE NO. 2008-L-176, *MARY YARBOROUGH, INDIVIDUALLY AND AS SPECIAL ADMINISTRATOR OF THE ESTATE OF ERIC JONES v. CITY WATER LIGHT & POWER AND CITY OF SPRINGFIELD* (**Requested by Mayor J. Michael Houston**)

2015-094 RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY TO PROTECT FULL FUNDING OF LOCAL GOVERNMENT DISTRIBUTIVE FUND REVENUES (**Requested by Mayor J. Michael Houston**)

2015-095 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UW15-01-95 – RESIDENTIAL WATER SERVICE MATERIALS WITH HD SUPPLY WATERWORKS, LTD. IN THE AMOUNT OF \$341,744.50, ILLINOIS METER, INC. IN THE AMOUNT OF \$45,275.00, AND MIDWEST METER, INC. IN THE AMOUNT OF \$5,253.65, FOR THE WATER DIVISION FOR THE OFFICE OF PUBLIC UTILITIES (**Requested by Mayor J. Michael Houston**)

2015-096 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UW15-01-89 – WATER MAIN GATE AND TAPPING VALVES WITH AMERICAN FLOW CONTROL, A DIVISION OF AMERICAN CAST IRON

PIPE CO. FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$360,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-097 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UW15-01-90 – IRON FITTINGS IN AN AMOUNT NOT TO EXCEED \$149,936.50 WITH HD SUPPLY WATERWORKS, LTD., \$105,565.90 WITH ILLINOIS METER, INC., AND \$74,650.00 WITH SCHULTE SUPPLY, INC. FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-098 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC. IN AN AMOUNT NOT TO EXCEED \$326,200.00 FOR ENGINEERING SERVICES FOR THE NEW FEED SYSTEMS AT THE WATER PURIFICATION PLANT FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-101 AN ORDINANCE AMENDING ORDINANCE NUMBER 22-01-14 REGARDING AN AGREEMENT WITH ASCEND PERFORMANCE MATERIALS INC. FOR THE PURCHASE OF 50% DIBASIC ACID AND ADIPIC ACID, BY REDUCING THE AMOUNT TO \$1,376,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-102 AN ORDINANCE AUTHORIZING ADDITIONAL PURCHASE OF ROCK SALT FROM CARGILL, INCORPORATED, SALT DIVISION, UNDER STATE CONTRACT PSD 4017550 AND AUTHORIZING ADDITIONAL PAYMENT IN THE AMOUNT OF \$66,012.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$396,072 FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-103 AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH, AND PAYMENT OF \$90,000.00 TO, HERITAGE ENVIRONMENTAL SERVICES FOR THE 2015 HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-104 AN ORDINANCE AUTHORIZING APPROVAL OF A STIPULATION AND SETTLEMENT AGREEMENT REGARDING SANGAMON COUNTY CIRCUIT COURT CASE, 13-ED-01, *CONTECH ENGINEERED SOLUTIONS, LLC; WELLS FARGO BANK, NATIONAL ASSOCIATION; WELLS FARGO CAPITAL FINANCE, LLC; AND UNKNOWN OWNERS AND NON-RECORD CLAIMANT*, FOR AN AMOUNT NOT TO EXCEED \$1,837,000.00 FOR THE ELEVENTH STREET EXTENSION FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-105 AN ORDINANCE AUTHORIZING EXECUTION OF AMENDMENT #2 TO AN AGREEMENT WITH THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION OF THE CARPENTER STREET UNDERPASS FROM 9TH TO 11TH STREETS, MFT SECTION 13-00475-00-BR, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-106 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$60,500.00 MAY BE USED TO PURCHASE REAL ESTATE FOR THE CARPENTER STREET UNDERPASS PROJECT, PURSUANT TO THE ILLINOIS HIGHWAY CODE, MFT SECTION #13-00475-00-BR, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-107 AN ORDINANCE VACATING A PORTION OF THE ALLEY IN THE BLOCK BOUNDED BY HENRIETTA, WILLIAMS, PASFIELD AND ALLEN STREETS TO THE SPRINGFIELD HOUSING AUTHORITY **(Requested by Mayor J. Michael Houston)**

2015-108 AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FROM JACOB J. NOEL LOCATED AT 1609, 1617, 1623 S. 10 ½ STREET AND 1027 N. 10TH STREET IN AN AMOUNT NOT TO EXCEED \$60,500.00 **(Requested by Mayor J. Michael Houston)**

2015-118 AN ORDINANCE AMENDING CHAPTER 90 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING SECTION 90.64, PROHIBITING THE SALE, DELIVERY, RECEIPT OR PURCHASE FOR RESALE OF POWDERED ALCOHOL. **(Requested by Ald. Gail Simpson)**

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; Returned to Committee 3/17/15**)

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**)

2015-051 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**)

2015-089 AN ORDINANCE AMENDING CHAPTER 36, SECTION 36.58(b)(13), THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ELIMINATING THE IMRF LUMP SUM VACATION PAYOUT PROVISION EFFECTIVE JUNE 1, 2016 (**Alderman Cory Jobe, Alderman Joe McMenamin, Alderman Kris Theilen and Alderman Steve Dove**) (**Tabled 3/31/15**)

DEBATE AGENDA

2015-100 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TALLEY & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR LOBBYING SERVICES FOR THE OFFICE OF PUBLIC UTILITIES (**Requested by Mayor J. Michael Houston**)

2015-109 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH PHILLIP P. FERGUSON, SR. FOR ANNEXATION OF PROPERTY LOCATED AT 3212 LIGHTFOOT DRIVE (**Requested by Mayor J. Michael Houston**)

2015-110 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH CHERRY HILLS BAPTIST CHURCH, AN ILLINOIS NOT FOR PROFIT RELIGIOUS CORPORATION OF SPRINGFIELD, ILLINOIS, FOR ANNEXATION OF PROPERTY LOCATED AT 5152 OLD CHATHAM ROAD (**Requested by Mayor J. Michael Houston**)

2015-111 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT'S ACTION PARK, INC. FOR ANNEXATION OF PROPERTY LOCATED AT 1700 KNIGHT'S RECREATION DRIVE (**Requested by Mayor J. Michael Houston**)

2015-112 AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY LOCATED AT 1700 KNIGHT'S RECREATION DRIVE TO THE CITY OF SPRINGFIELD **(Requested by Mayor J. Michael Houston)**

2015-113 AN ORDINANCE ANNEXING CERTAIN DESCRIBED PROPERTIES LOCATED IN PLATEAU PARK **(Requested by Mayor J. Michael Houston)**

2015-117 AN ORDINANCE AMENDING CHAPTER 110 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY AMENDING ARTICLE XXXV REGARDING TEMPORARY OR MOBILE FOOD SERVICE ESTABLISHMENT ON PRIVATE PROPERTY, AS AMENDED **(Requested by Mayor J. Michael Houston)**

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

2015-116 (RESERVED FROM LAST MEETING) AN ORDINANCE AMENDING CHAPTER 170 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES BY REDUCING THE TIME A VACANT BUILDING MAY BE REGISTERED BEFORE IT IS BROUGHT INTO CONFORMITY WITH CITY CODE OR DEMOLISHED **(Requested by Ald. Sam Cahnman)**

2015-119 AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$9,095,000 FOR THE PURPOSE OF REFUNDING THE CITY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005A **(Requested by J. Michael Houston)**

2015-120 AN ORDINANCE AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT AND MUTUAL RELEASE REGARDING THE FEDERAL CENTRAL DISTRICT OF ILLINOIS CASE 08-CV-3302, *WELLS V. COKER* **(Requested by J. Michael Houston)**

2015-121 AN ORDINANCE AMENDING TITLE IX OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING CHAPTER 106 ESTABLISHING A MINIMUM WAGE IN THE CITY OF SPRINGFIELD **(Requested by Ald. Sam Cahnman)**

2015-122 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND ACE SIGN COMPANY **(Requested by J. Michael Houston)**

2015-123 AN ORDINANCE AMENDING SECTION 10.18 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO USE OF THE CORPORATE SEAL OF THE CITY OF SPRINGFIELD **(Requested by Ald. Kris Theilen)**

2015-124 AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SPRINGFIELD POLICE DEPARTMENT FOR TEMPORARY USE OF PORTABLE MOTOROLA XTS250 RADIOS **(Requested by J. Michael Houston)**

2015-125 AN ORDINANCE AUTHORIZING PAYMENT TO DONALD CLINE, A FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-13616 **(Requested by J. Michael Houston)**

2015-126 AN ORDINANCE AUTHORIZING PAYMENT TO HAROLD BUTLER, A FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE WORKERS' COMPENSATION CLAIM NUMBERS 1429E175276 AND 14294E092210 **(Requested by J. Michael Houston)**

2015-127 AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WASHINGTON, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-27077 **(Requested by J. Michael Houston)**

2015-128 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "G" LIQUOR LICENSES BY ONE FOR XTREME DREAMZ CAR CLUB LOCATED AT 1635 E. CARPENTER STREET **(Requested by J. Michael Houston)**

2015-129 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "C1" LIQUOR LICENSES BY ONE FOR SIMPLY, LLC D/B/A SIMPLY FAIR, 2357 W. MONROE STREET **(Requested by J. Michael Houston)**

2015-130 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR MOTES OF SPRINGFIELD, INC. D/B/A THE CEDAR PUB & GRILL LOCATED AT 3186 SOUTH DIRKSEN PARKWAY **(Requested by J. Michael Houston)**

2015-131 AN ORDINANCE AUTHORIZING THE PURCHASE OF VACANT OR ABANDONED PROPERTIES ON THE TAX SALES LIST FROM SANGAMON COUNTY, AS TRUSTEE, IN AN AMOUNT NOT TO EXCEED \$32,589.00 FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-132 AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF THE WABASH COMMERCIAL PARK SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-133 AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO LOT ARRANGEMENT AT SLUMBERLAND – RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING – PLAT 2, LOCATED EAST OF

FURNITURE ROW ON THE SOUTH SIDE OF CHUCKWAGON DRIVE, FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-134 AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN OF SLUMBERLAND – RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING – PLAT 2, LOCATED EAST OF FURNITURE ROW ON THE SOUTH SIDE OF CHUCKWAGON DRIVE, FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-135 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$9,429.00 FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-136 AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT PREVIOUSLY AUTHORIZED BY ORDINANCE 663-09-05 BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND ABUNDANT FAITH MINISTRY, INC. FOR THE PROPERTY LOCATED AT 2525 SOUTH TAYLOR AVENUE **(Requested by J. Michael Houston)**

2015-137 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND PAYMENT IN THE AMOUNT OF \$46,720.00 TO, THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS ON WABASH AVENUE AT THE INTERSECTIONS OF ROBBINS ROAD AND WEST WHITE OAKS DRIVE (MFT SECTION # 15-STATE-01-TL) FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-138 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$46,720.00 MAY BE USED FOR TRAFFIC SIGNAL IMPROVEMENTS ON WABASH AVENUE AT THE INTERSECTIONS OF ROBBINS ROAD AND WEST WHITE OAKS DRIVE, MFT SECTION # 15-STATE-01-TL, FOR THE OFFICE OF PUBLIC WORKS **(Requested by J. Michael Houston)**

2015-139 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW 15-02-108 FOR AN AMOUNT NOT TO EXCEED \$1,412,422.00 WITH P.H. BROUGHTON & SONS, INC., STATE HIGHWAY CONSTRUCTION CORP., INC., BEELMAN LOGISTICS, LLC, VULCAN CONSTRUCTION MATERIALS, LP AND COMPLETE ASPHALT SERVICE CO. FOR 2016 MAINTENANCE MATERIALS **(Requested by J. Michael Houston)**

2015-140 AN ORDINANCE AUTHORIZING EXECUTION OF A TWO-YEAR MASTER AGREEMENT AND ASSOCIATED PRICING SCHEDULES WITH, AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$195,000.00 TO, AT&T CORP. FOR TELEPHONE, CENTREX AND LONG DISTANCE SERVICES FOR THE CITY OF SPRINGFIELD **(Requested by J. Michael Houston)**

2015-141 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE15-02-96 – ANHYDROUS AMMONIA FOR A FIVE YEAR PERIOD WITH BRANDT CONSOLIDATED, INC. IN AN AMOUNT NOT TO EXCEED \$9,000,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-142 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-01-81 – MULTI-YEAR TRANSFORMER ALLIANCE WITH ERMCO INC. AND FLETCHER-REINHARDT COMPANY IN AN AMOUNT NOT TO EXCEED \$3,000,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-143 AN ORDINANCE AMENDING ORDINANCE NUMBER 96-03-14 REGARDING AN AGREEMENT WITH BUCKMAN LABORATORIES, INC. FOR THE PURCHASE OF OXAMINE® BY APPROVING A RESTATED AND AMENDED AGREEMENT FOR THE PURCHASE OF OXAMINE® AND BULAB® FOR A TOTAL AMOUNT NOT TO EXCEED \$720,000.00, FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-144 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE15-02-101 – PORTABLE DEMINERALIZER SERVICES FOR THE DALLMAN POWER PLANT AND INTERSTATE COMBUSTION TURBINE WITH MPW INDUSTRIAL WATER SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$346,200.00 OVER A THREE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-145 AN ORDINANCE APPROVING A PROPOSAL WITH IBIDEN CERAM ENVIRONMENTAL, INC. IN THE AMOUNT OF \$341,400.00 FOR THE PURCHASE OF 36 NEW CATALYST MODULES FOR DALLMAN POWER PLANT UNIT NOS. 31, 32, AND 33 FOR THE ELECTRIC GENERATION DEPARTMENT FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-146 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE15-02-104 – BACKFILL MATERIALS WITH P.H. BROUGHTON & SONS, INC. AND VULCAN MATERIALS COMPANY IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-147 AN ORDINANCE APPROVING 38 SEPARATE FARM LEASES WITH VARIOUS TENANTS FOR A ONE-YEAR TERM FOR THE WATER DIVISION OF THE OFFICE OF PUBLIC UTILITIES **(Requested by J. Michael Houston)**

2015-148 AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH SPRINGFIELD CLINIC LLP FOR 901 S. KOKE MILL FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by 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."

**AN ORDINANCE AMENDING CHAPTER 170 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES BY REDUCING THE TIME A
VACANT BUILDING MAY BE REGISTERED BEFORE IT IS BROUGHT
INTO CONFORMITY WITH CITY CODE OR DEMOLISHED**

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 the determination of the Springfield City Council that the length of time a structure should remain on a list of vacant housing should be gradually reduced from three years to one year.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby amends Chapter 170, Section 170.17.58, of the 1988 City of Springfield Code of Ordinances, as amended, as shown on Exhibit A attached hereto.

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

Section 3: That this ordinance shall become effective on January 1, 2016.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Alderman Sam Cahnman

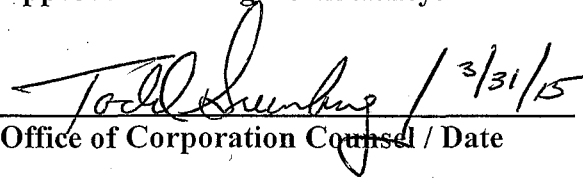
 / 3/31/15
Office of Corporation Counsel / Date

EXHIBIT "A"

§ 170.17.58. - Registration permit; expiration and fees.

(a) The initial registration fee for each building shall be \$300 for a building consisting of less than 20,000 square feet and \$600 for a building consisting of more than 20,000 square feet. The registration fee thereafter shall be \$500 for a building consisting of less than 20,000 square feet and \$1,000 for a building consisting of more than 20,000 square feet. The initial and any subsequent registration shall be valid for a period of three months. The registration fee is due at the time of the application for the registration permit. If at the end of any registration period, the building official determines that the building does not meet the criteria set forth in section 170.17.56, the owner will not be required to register the building. If the owner notifies the building official that the building no longer meets the criteria set forth in section 170.17.56, and the building official concurs, the owner shall be reimbursed an amount equal to the number of months remaining in the registration period.

(b) Before any building is registered or reregistered, a joint inspection shall be conducted by the department and any other city department deemed necessary by the building official to determine whether any violations of this Code exist. If an owner or occupant of the building refuses to allow an inspection or reinspection to be conducted, an administrative search warrant may be requested from the circuit court pursuant to the provisions stated in subsection 170.10.05(e).

(c) Once a building has been registered, the owner shall obtain a certificate of occupancy in the manner set forth in chapter 155 prior to any occupancy of the registered building.

(d) After a building has been registered, or required to be registered by the department, for a period of three years, no further registration shall be permitted and the owner shall be required to either obtain permits sufficient to obtain a certificate of occupancy or demolish the building. At such time, the department shall undertake a comprehensive inspection of the building for determining whether the building should be deemed an unsafe or dangerous building as defined in section 170.16.13. Any owner who does not obtain such permit or permits within 60 days of the end of the said three-year period shall be subject to a fine of not less than \$750. A separate offense shall be deemed committed on each day during or on which a violation of this section occurs or continues. Preceding subsection (d) is applicable to properties registered before January 1, 2016.

(e) After a building has been registered, or required to be registered by the department, for a period of two years, no further registration shall be permitted and the owner shall be required to either obtain permits sufficient to obtain a certificate of occupancy or demolish the building. At such time, the department shall undertake a comprehensive inspection of the building for determining whether the building should be deemed an unsafe or dangerous building as defined

in section 170.16.13. Any owner who does not obtain such permit or permits within 60 days of the end of the said two-year period shall be subject to a fine of not less than \$750. A separate offense shall be deemed committed on each day during or on which a violation of this section occurs or continues. Preceding subsection (e) is applicable to properties registered on or after January 1, 2016 but prior to December 31, 2016.

(f) After a building has been registered, or required to be registered by the department, for a period of one year, no further registration shall be permitted and the owner shall be required to either obtain permits sufficient to obtain a certificate of occupancy or demolish the building. At such time, the department shall undertake a comprehensive inspection of the building for determining whether the building should be deemed an unsafe or dangerous building as defined in section 170.16.13. Any owner who does not obtain such permit or permits within 60 days of the end of the said one-year period shall be subject to a fine of not less than \$750. A separate offense shall be deemed committed on each day during or on which a violation of this section occurs or continues. Preceding subsection (f) is applicable to properties registered on and after January 1, 2017.

(g) Notwithstanding the foregoing, the two year registration limit of subsection (e) and the one year registration limit of subsection (f) may be extended in increments of three or six months for a total registration period of not longer than three years upon application by the owner to the Director of the Department of Public Works on a form prescribed by the Department. The Director shall grant the application if the owner shows that progress has been made in correcting the condition or conditions that caused the property to be required to obtain a registration permit pursuant to Section 170.17.56. If correcting such condition or conditions requires obtaining one or more permits, the owner must have obtained at least one such permit and acted on it or have plans to act on it within the time allowed by the permit to show the progress required by this subsection. The owner must pay the required registration fee for any registration period extension granted under this subsection.

(h)(e) Each building that has been registered under this chapter shall be listed on the city's website, which listing shall include the address of the building and the name of the record owner of the property on which the building is located.

ORDINANCE NUMBER _____

AN ORDINANCE providing for and authorizing the issuance of General Obligation Refunding Bonds, Series 2015 of the City of Springfield, Sangamon County, Illinois, in an amount not to exceed \$9,095,000 for the purpose of refunding the City's General Obligation Refunding Bonds, Series 2005A

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that "any municipality which has a population of more than 25,000 (is) a home rule unit" and the City of Springfield, Sangamon County, Illinois (the "City") has a population of more than 25,000 and is therefore a home rule unit and may, under the power granted by said Section 6(a) of Article VII of said Constitution of 1970 exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, Section 6(d) of Article VII of the 1970 Constitution of Illinois grants authority for the City to incur debt payable from ad valorem property tax receipts maturing within 40 years from the time it is incurred; and

WHEREAS, Section 6 of Article VII of the 1970 Constitution of Illinois grants constitutional authority for the City to incur debt payable from ad valorem tax receipts without prior referendum approval and without imposing any limitations upon the rate or amount of taxes to be levied for the payment of the indebtedness so incurred; and

WHEREAS, the City has previously issued its General Obligation Refunding Bonds, Series 2005A (the "Prior Bonds") pursuant to Ordinance No. 180-03-05 adopted by the Mayor and City Council of the City (the "Corporate Authorities") on March 29, 2005 (the "Prior Bond Ordinance"); and

WHEREAS, \$9,095,000 principal amount of the Prior Bonds remain outstanding and the Corporate Authorities have determined it is advisable, necessary and in the best interests of the public health, safety and welfare to current refund the Prior Bonds (the "Refunding"); and

WHEREAS, the City has insufficient funds on hand and lawfully available to pay costs of the Refunding; and

WHEREAS, the Corporate Authorities determine that an amount not exceeding the aggregate sum of \$9,095,000 be borrowed at this time and in evidence of such borrowing, General Obligation Refunding Bonds, Series 2015 of the City in an aggregate principal amount not to exceed \$9,095,000 be issued (the "Bonds") to provide the sum necessary to pay costs of the Refunding, bond discount, bond interest, legal, financing, and administrative expenses; and

WHEREAS, in order to provide for the issuance of the Bonds it is necessary for the City to authorize the execution of certain documents in substantially the forms before this meeting and on file with the office of the City Clerk; and

WHEREAS, the following Table of Contents is provided for the convenience of reference only:

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NOW, THEREFORE, BE It Ordained by the City Council of the City of Springfield, Sangamon County, Illinois, as follows:

Section 1. Definitions.

The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended:

(a) “Applicable Acts” means collectively, the Illinois Municipal Code as supplemented and amended, 65 ILCS 5/1-1-1 *et seq.*, the Local Government Debt Reform Act, as supplemented and amended, 30 ILCS 350/1 *et seq.*, the Omnibus Bond

Acts, 5 ILCS 70/8, together with and supplemented by and, in all cases of conflict, expressly superseded by, the powers of the City as a home rule unit under Section 6 of Article VII of the Constitution of 1970 of the State of Illinois.

(b) "Bond and Interest Account" means the Bond and Interest Account established in Section 13 of this Ordinance.

(c) "Bond Insurer" means, with respect to the Bonds, an insurance company that has insured the payment of the principal of and interest on the Bonds pursuant to a Municipal Bond Insurance Policy as set forth in the Bond Order.

(d) "Bond Order" means one or more Bond Orders executed by the Mayor selecting the Bond Insurer, if any, and specifying the details of the Bonds as provided in Section 4 of this Ordinance.

(e) "Bond Purchase Agreement" means the contract for the purchase of the Bonds between the City and the Purchaser.

(f) "Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

(g) "Bond Registrar" means the Budget Director or a successor thereto or a successor designated as Bond Registrar hereunder.

(h) "Bond" or "Bonds" means one or more, as applicable, of the General Obligation Refunding Bonds, Series 2015, authorized to be issued by this Ordinance.

(i) "Budget Director" means the Director of the Office of Budget and Management of the City.

(j) "City" means the City of Springfield, Sangamon County, Illinois.

(k) "City Council" means the City Council of the City.

(l) "Code" means the Internal Revenue Code of 1986, as amended.

(m) "DTC" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, as depository of the Bonds, and any successor depository of the Bonds.

(n) "Escrow Agent" means the bank, trust company or national banking association designated by the Mayor in the Bond Order to act as Escrow Agent pursuant to the Escrow Agreement or a successor designated as Escrow Agent.

(o) "Escrow Agreement" means the Escrow Agreement between the City and the Escrow Agent.

(p) "Municipal Bond Insurance Policy" means a municipal bond insurance policy issued by a Bond Insurer guaranteeing to the registered owners of Bonds the payment of the principal of and interest on the Bonds.

(q) "Officer" means the Mayor, City Clerk, or City Treasurer of the City.

(r) "Official Statement" means the Official Statement used in connection with the sale of the Bonds.

(s) "Ordinance" means this Ordinance passed by the City Council.

(t) "Project" means the project originally financed or refinanced with the Prior Bonds.

(u) "Paying Agent" means the Budget Director or a successor thereto or a successor designated as Paying Agent hereunder.

(v) "Permitted Investments" means investments authorized for the investment of public funds under the Public Funds Investment Act, 30 ILCS 235/0.01 *et seq.* and Sections 37.40 through 37.49.04 of the City of Springfield, Illinois Code of Ordinances, 1988.

(w) "Purchaser" means J.P. Morgan Securities LLC, Chicago, Illinois, the underwriter with respect to the Bonds.

Section 2. Incorporation of Preambles.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds.

It is necessary and in the best interests of the City and for the public health, welfare, safety, and convenience, to provide for the payment of the Refunding and the costs of expenses incidental thereto and the issuance of the Bonds. The Bonds shall be issued pursuant to the Applicable Acts and in compliance with this Ordinance.

Section 4. Bond Details.

For the purpose of providing for the payment of costs of the Refunding, and for the payment of the costs of all expenses incidental thereto, as aforesaid, the Bonds shall be issued in one or more series in such principal amounts not in excess of \$9,095,000 as the Mayor shall certify in one or more Bond Orders. The Bonds may mature or have sinking fund installments in the years 2015 through 2021, as determined by the Mayor, provided that the tax levies to pay such debt service on the Bonds in each annual period shall not exceed the annual amount of taxes levied pursuant to Section 11 of this Ordinance. The determination of such principal maturities and sinking fund installments as certified by the Mayor are hereby specifically authorized and approved without any further action or approval by the City Council other than as set forth in this Ordinance.

Subject to the limitations contained in this Ordinance, authority is delegated to the Mayor until October 15, 2015, (i) to sell the Bonds to the Purchaser, in one or more series upon the terms as prescribed in this Ordinance, provided that (a) the aggregate purchase price of the Bonds shall be not less than 100.00% of the par amount of the Bonds; and (b) the true interest cost of the Bonds shall not exceed 5.50% per annum; and (ii) to determine the principal amount of the Bonds to be issued and all of the terms and details of the Bonds not specified or determined in this Ordinance. The Mayor is authorized to determine whether to sell the Bonds with a Municipal Bond Insurance Policy and to select a Bond Insurer, to determine the principal amount of Bonds to be issued and the amount of the individual interest rates, maturities and sinking fund installments thereof, to determine redemption prices and provisions of the Bonds, if any, to determine the Prior Bonds that shall be refunded, to designate the Escrow Agent, and to determine all other details of the Bonds not specified or determined in this Ordinance. The sale of the Bonds and the determination of the details of the Bonds and other matters by the Mayor shall be evidenced by a bond order for the Bonds (the "Bond Order"), which shall be executed by the Mayor and the City Clerk and filed with the City Clerk and the Sangamon County Clerk prior to the issuance of the Bonds. The execution and filing of the Bond Order shall constitute conclusive evidence that the sale of the Bonds and the determination of the details of the Bonds and other matters by the Mayor have been approved and determined in accordance with this Section.

The principal, premium, if any, and maturity amount of the Bonds shall be payable in lawful money of the United States of America at the office of the Paying Agent for the Bonds. The Bonds may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of Bonds.

The Bonds shall each be designated "General Obligation Refunding Bonds, Series 2015", shall be dated as of their delivery date; and shall bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or integral multiples thereof, shall be numbered 1 and upward, and shall become due and payable on December 1 in any one or more of the years 2015 to 2021 inclusive.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the first June 1 or December 1 after issuance.

Interest on each Bond shall be paid by check or draft mailed to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date at their addresses appearing on the registration books.

Section 5. Execution; Authentication.

The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal

or facsimile thereof of the City. In case any Officer whose signature shall appear on any Bond shall cease to be such Officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners.

The Budget Director is appointed as Bond Registrar and Paying Agent for the Bonds. The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denomination(s) for a like aggregate principal amount.

Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denomination(s). The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which has been paid.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding mailing of a notice of redemption of any Bond or to transfer or exchange any Bond all or a portion of which has been selected for redemption.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 7. Book-Entry Only System.

It is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond for each of the maturities. Upon initial issuance, the ownership of such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The City, the Bond Registrar and the Paying Agent are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System (the "Representation Letter"). In the event of any conflict between the terms of the Representation Letter and the terms of this Ordinance, the terms of this Ordinance shall control. DTC may exercise the rights of a Bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the City, Bond Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant"). Without limiting the immediately preceding sentence, the City, Bond Registrar and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to any Bonds or (iv) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued as provided herein, the City, Bond Registrar and Paying Agent may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the City of written notice to the

effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance, the name "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Bond Registrar may request in each notice sent to Cede & Co. pursuant to the terms of this Ordinance that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, but neither the Bond Registrar nor the City shall be liable if the Bond Registrar fails to make such request or if Cede & Co. fails to honor such request.

Section 8. General Obligations.

The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property in the City for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

Section 9. Redemption Prior to Maturity.

All or part of the Bonds may be subject to optional redemption prior to maturity as provided in the Bond Order at redemption prices not exceeding 103% of the principal amount to be redeemed. The Bonds may also be issued as term bonds subject to mandatory redemption prior to maturity by application of sinking fund installments at a redemption price equal to the principal amount thereof to be redeemed as provided in the Bond Order (the "Term Bonds").

The City may purchase Bonds, either in the open market or pursuant to a tender offer, for settlement on or before the date of such mandatory redemption. To the extent that the City shall have purchased any Term Bonds, the City may reduce the principal

amount of the Term Bond to be redeemed at subsequent redemption dates by a like principal amount.

Whenever Term Bonds are redeemed or purchased at the option of the City, the principal amount thereof so redeemed or purchased shall be credited against the unsatisfied balance of further sinking fund installments or final maturity amount established with respect to such Term Bonds, in such amounts and against such installments or final maturity amount as shall be determined by the City in the proceedings authorizing such optional redemption or purchase, or in the absence of such determination, shall be credited against the unsatisfied balance of the applicable sinking fund installments next ensuing and with respect to which notice of redemption has not yet been given.

Notice of Redemption. Notice of redemption will be given to the registered owners of Bonds to be redeemed by first class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption at their addresses as shown on the registration books of the Bond Registrar. Failure to mail to any registered owner a notice of redemption, or any defect in a notice of redemption given to a registered owner, will not affect the sufficiency of that notice with respect to other registered owners of the Bonds. When Bonds have been called for redemption and funds for the payment of the redemption price have been deposited with the Paying Agent, interest on the Bonds so called for redemption will cease to accrue from and after the redemption date. So long as a global book-entry registration system is used, the City will send notices of redemption to DTC. Any failure of DTC to mail a notice of redemption to a DTC participant or of a DTC participant to mail a notice of redemption to a beneficial owner of the Bonds will not affect the sufficiency of that notice with respect to other DTC participants or other beneficial owners of the Bonds.

Partial Redemption. During such time as a global book-entry system is used, if less than all of the Bonds are to be redeemed, DTC will randomly allocate among DTC participants the beneficial ownership interests in the Bonds to be redeemed. Each DTC participant will be responsible for determining the beneficial owners whose interest in the Bonds will be subject to redemption. During such time as a global book-entry system is not in use, the Bond Registrar will select the particular Bonds or portions thereof to be redeemed pursuant to a partial redemption by such method of lottery as the Bond Registrar deems fair and appropriate; *provided, however*, that the method of lottery must ensure that each Bond of a \$5,000 denomination or each \$5,000 portion of a Bond will be as likely to be called for redemption as any other Bond of a \$5,000 denomination or \$5,000 portion of a Bond.

Section 10. Form of Bond.

The Bonds shall be in substantially the form hereinafter set forth

(Form of Bond)

REGISTERED NO. _____

REGISTERED \$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF SANGAMON
CITY OF SPRINGFIELD, ILLINOIS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015

Interest Rate:
____%

Maturity Date:
December 1, _____

Dated Date: _____

CUSIP

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the City of Springfield, Sangamon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above, such interest to be payable in lawful money of the United States of America on June 1 and December 1 of each year, commencing _____ 1, 2015, until the Maturity Date, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto. Payment of interest shall be made by check or draft mailed to the registered owner of record hereof as of the 15th day of the month next preceding such interest payment date, at the address of such owner appearing on the registration books maintained for such purpose by the Director of the Office of Budget and Management of the City, as Bond Registrar and Paying Agent or its successor (the "Bond Registrar"). This Bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the office of the Bond Registrar. This Bond is payable from ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount and the full faith and credit of the City are irrevocably pledged for the punctual payment of the principal of, and interest on this Bond according to its terms.

[2] This Bond is one of a series of bonds (the "Bonds") in the aggregate principal amount of \$_____ issued by the City for the purpose of paying costs of refunding certain prior bonds of the City and of paying the costs of all expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "Ordinance"). The Bonds are issued pursuant to and in all respects in compliance with the Illinois Municipal Code as supplemented and amended, 65 ILCS 5/1-1-1 *et seq.*, the Local Government Debt Reform Act, as supplemented and amended, 30 ILCS 350/1 *et seq.*, the Omnibus Bond Acts, 5 ILCS 70/8, together with and supplemented by and, in all cases of conflict, expressly superseded by, the powers of the City as a home rule unit under Section 6 of Article VII of the Constitution of 1970 of the State of Illinois, and in compliance with the Ordinance duly passed by the City Council of the City and approved by the Mayor thereof, in all respects as by law required.

[3] *(The optional redemption provisions of the Bonds, if any, shall be set forth here.)*

[4] *(Term Bond provisions to be used only if Term Bonds are issued)* The Bonds maturing on December 1, 2____, are subject to mandatory redemption prior to maturity, by lot, on December 1, 2____ and on each December 1 thereafter, at a redemption price equal to the principal amount thereof to be redeemed, and in an amount required to satisfy the following mandatory redemption requirements (the "Term Bonds"):

<u>Year</u>	<u>Amount of Redemption Requirement</u>
2____	
2____	
2____	
2____	

The City may purchase Term Bonds, either in the open market or pursuant to a tender offer, for settlement on or before the date of such mandatory redemption at a price not greater than the principal amount of the bonds so purchased. To the extent that the City shall have purchased any Term Bonds, the City may reduce the principal amount of the Term Bonds to be redeemed at subsequent redemption dates by a like principal amount.

Notice of Redemption. Notice of redemption will be given to the registered owners of Bonds to be redeemed by first class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption at their addresses as shown on the registration books of the Bond Registrar. Failure to mail to any registered owner a notice of redemption, or any defect in a notice of redemption given to a registered owner, will not affect the sufficiency of that notice with respect to other registered owners of the Bonds. When Bonds have been called for redemption and funds for the payment of the redemption price have been deposited with the Paying Agent, interest on the Bonds so called for redemption will cease to accrue from and after the redemption date. So long as a global book-entry registration system is used, the City will

send notices of redemption to DTC. Any failure of DTC to mail a notice of redemption to a DTC participant or of a DTC participant to mail a notice of redemption to a beneficial owner of the Bonds will not affect the sufficiency of that notice with respect to other DTC participants or other beneficial owners of the Bonds.

Partial Redemption. During such time as a global book-entry system is used, if less than all of the Bonds are to be redeemed, DTC will randomly allocate among DTC participants the beneficial ownership interests in the Bonds to be redeemed. Each DTC participant will be responsible for determining the beneficial owners whose interest in the Bonds will be subject to redemption. During such time as a global book-entry system is not in use, the Bond Registrar will select the particular Bonds or portions thereof to be redeemed pursuant to a partial redemption by such method of lottery as the Bond Registrar deems fair and appropriate; *provided, however*, that the method of lottery must ensure that each Bond of a \$5,000 denomination or each \$5,000 portion of a Bond will be as likely to be called for redemption as any other Bond of a \$5,000 denomination or \$5,000 portion of a Bond.

[5] The Bonds are issued in fully registered form in the denominations of \$5,000 and authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar in the City of Springfield, Illinois, for a like aggregate principal amount of Bonds of the same interest rate of other authorized denominations upon the terms set forth in the Ordinance.

[6] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in the City of Springfield, Illinois, but only in the manner, subject to the limitations, and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination(s) of the same interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[7] The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding mailing of a notice of redemption of any Bond or to transfer or exchange any Bond all or a portion of which has been selected for redemption.

[8] No recourse shall be had for the payment of any Bond against the Mayor, the Clerk, any member of the City Council or any other officer or employee of the City (past, present or future) who executes any Bond, or on any other basis. The City may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

[9] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes; and the City and the Bond Registrar shall not be affected by any notice to the contrary.

[10] It is hereby certified and recited that all conditions, acts, and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient, with other funds set aside by the City, to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[11] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Springfield, Sangamon County, Illinois, by its City Council, has caused this Bond to be executed by the duly authorized manual or facsimile signature of its Mayor and attested by the duly authorized manual or facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Springfield
Sangamon County, Illinois

City Clerk, City of Springfield
Sangamon County, Illinois

(SEAL)

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and
Paying Agent

Director of the Office of Budget
and Management of the City of
Springfield,
as Bond Registrar

This Bond is one of the Bonds described in the
within mentioned Ordinance and is one of the
General Obligation Refunding Bonds, Series 2015 of
the City of Springfield, Sangamon County, Illinois.

Director of the Office of Budget and Management,
as Bond Registrar

By: _____
Authorized Officer

Date of Authentication: _____, _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full
power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the
registered owner as it appears upon the face of the within Bond in every
particular, without alteration or enlargement or any change whatever.

[Statement of bond insurance, if any, shall be inserted here]

Section 11. Tax Levy.

For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose in an amount not to exceed the sums set forth in the following table; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual taxes, to-wit:

<u>For the Tax Levy Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
2015	\$1,548,488
2016	\$1,553,338
2017	\$1,549,675
2018	\$1,553,400
2019	\$1,549,038
2020	\$1,551,825

Interest or principal coming due at any time when there are insufficient funds on hand from the foregoing tax levy to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of said taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to abatement as provided in the following Section 12, the City covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax and will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended, and collected as provided herein and deposited into the Bond and Interest Account.

Section 12. Filing with County Clerk.

Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk of the City, shall be filed with the County Clerk of The County of Sangamon, Illinois; and said County Clerk shall in and for each of the years 2015 to 2020, inclusive, ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected and in addition to and in excess of all other taxes.

In the event the Bonds are issued in such amount or at such rates that result in annual tax levies less than as set forth in Section 11 above, the reduced tax levies shall be contained in the Bond Order which shall be filed with the County Clerk of the County of Sangamon, Illinois together with a certificate abating the tax levies set forth above.

The taxes levied pursuant to this Section as adjusted by the Bond Order may be abated annually by the filing with the County Clerk of Sangamon County, Illinois of either a certified copy of a resolution of the City or a certificate of the City stating (i) the amount of taxes next to be extended that are to be abated and (ii) either, (a) that an amount at least equal to the amount proposed to be abated is on deposit in the Bond and Interest Account or will be on deposit in accordance with the City's budget ordinance and will be available and applied to pay principal of or interest on the Bonds that would otherwise be paid by the taxes proposed to be abated; or (b) the City has made provision for the payment of such principal and interest by the irrevocable deposit of funds sufficient for that purpose with a bank or trust company in trust for the sole benefit of the owners of the Bonds.

Section 13. Bond and Interest Account.

(a) There shall be created the "2015 General Obligation Refunding Bond and Interest Account" (the "Bond and Interest Account"), which shall be the account for the payment of principal and interest on the Bonds and shall be administered as a bona fide debt service fund under the Code. Taxes received for the payment of the Bonds are hereby appropriated and shall be deposited into the Bond and Interest Account and used solely and only for the purpose of paying the Bonds when and as the same come due. All of such moneys and all other moneys to be used for the payment of the principal of and interest on the Bonds shall be deposited in the Bond and Interest Account.

(b) The Office of Budget and Management and the City Treasurer are authorized to establish any funds, accounts and accounting codes as needed to account for proper payment of expenses and receipt of taxes or monies related to the Bond and Interest Account.

(c) The tax receipts derived from the taxes levied pursuant to this Ordinance and the moneys deposited or to be deposited into the Bond and Interest Account are pledged as security for the payment of the principal of and interest on the Bonds. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such tax receipts and the moneys held in the Bond and Interest Account shall immediately be subject to the lien of such pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 14. Sale of Bonds; Official Statement.

The Bonds shall be sold to the Purchaser subject to the parameters established in Section 4 of this Ordinance. The form of the Preliminary Official Statement prepared with respect to the Bonds in substantially the form on file in the office of the City Clerk with such changes, omissions, insertions and revisions as the Mayor shall deem advisable is hereby approved and the distribution thereof to prospective purchasers and the use thereof by the Purchaser in connection with the offering of the Bonds is authorized and approved. The Mayor is hereby delegated the power to have the Preliminary Official

Statement "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The Officers and other officials of the City are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and every thing necessary for the issuance of the Bonds, including the proper execution and delivery of the Bonds, the Bond Order, the Bond Purchase Agreement and the Official Statement which are hereby approved in substantially the form on file in the office of the City Clerk. The Mayor is authorized to execute and deliver a Bond Purchase Agreement and an Official Statement as shall be necessary and proper in connection with the sale and public offering of the Bonds, with such changes and completions as the Mayor may approve within the parameters established in this Ordinance. The execution and delivery of the Bonds, the Bond Order, the Bond Purchase Agreement, and the Official Statement shall constitute conclusive evidence that such documents, in final form, have been approved in accordance with this Section.

Section 15. Use of Bond Proceeds and Appropriations.

The proceeds derived from the sale of the Bonds are hereby appropriated and shall be used as follows:

(a) Accrued interest received by the City upon the sale of the Bonds shall be remitted by the Treasurer for deposit into the Bond and Interest Account and be used to pay first interest coming due on the Bonds.

(b) There shall be deposited with the Escrow Agent that amount together with such amounts as the City may transfer from the 2005A General Obligation Bond Account established for the Prior Bonds, which together with investment earnings thereon, if any, is sufficient to provide for the refunding of the Prior Bonds.

(b) The balance of the proceeds derived from the sale of the Bonds, shall be deposited by the Treasurer into a separate account hereby created and designated the "Expense Account" to be used to pay expenses of issuance of the Bonds. Disbursements from such Account shall be made from time to time upon the direction of the Budget Director..

Section 16. Prior Bond Appropriation.

Concurrently with the refunding of the Prior Bonds, moneys previously appropriated by the City to pay principal and interest on the Prior Bonds shall be deposited into the Bond and Interest Account.

Section 17. Redemption of Prior Bonds.

The Corporate Authorities authorize the Mayor to designate the Prior Bonds to be refunded, a redemption date for the Prior Bonds within 90 days of the date of issuance of the Bonds and to call for redemption and to redeem on such date the outstanding principal amount of the Prior Bonds so designated.

Section 18. Escrow Agreement.

(a) The Corporate Authorities hereby approve in all respects the form, terms and provisions of the Escrow Agreement presented at this meeting and the Mayor and City Clerk of the City are authorized, empowered and directed to execute the Escrow Agreement in the name and on behalf of the City and thereupon to deliver the Escrow Agreement to the Escrow Agent. The Escrow Agreement is to be in substantially the form before this meeting and hereby approved, with such changes as may be approved by the officials of the City executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Escrow Agreement before this meeting. From and after the execution and delivery of the Escrow Agreement, the officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed and to effect the refunding of the Prior Bonds.

(b) The City authorizes the deposit in the irrevocable escrow account with the Escrow Agent established pursuant to the Escrow Agreement, the sum necessary to provide for the payment in full of the Prior Bonds from proceeds of the sale of the Bonds and such other funds as the City may make available, which if invested as provided in the Escrow Agreement will produce funds sufficient to pay all principal and interest due from time to time on the Prior Bonds through their respective final maturities or redemption dates. The City hereby finds that the deposit of the securities, if any, and cash described in this Section constitutes provision for the payment in full of the Prior Bonds and interest thereon, that the making of such deposit in accordance with the terms of this Ordinance will constitute provision of the payment in full of the Prior Bonds and the interest thereon, and that the deposit will constitute and accomplish the defeasance of the Prior Bonds in accordance with the Local Government Defeasance of Debt Law, 50 ILCS 415/0.01 *et seq.* and the Prior Bond Ordinance.

(c) The foregoing deposit with the Escrow Agent shall be used to purchase such securities designated in the Escrow Agreement, if any, which shall be held by the Escrow Agent pursuant to the Escrow Agreement and applied to the payment of the Prior Bonds. The Escrow Agent is authorized to subscribe for such investments on behalf of the City.

Section 19. Tax Covenants and Representations.

(a) The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes.

(b) The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination

and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

(c) The Corporate Authorities represent and certify as follows:

(i). That the Project has not been, and is not expected to be, sold or otherwise disposed of in whole or in part prior to the last maturity of the Bonds;

(ii). That all of the proceeds of sale of and investment earnings on the Bonds are needed for paying the costs of the Refunding and to the issuance of the Bonds;

(iii). That the City will receive the agreed upon purchase price plus accrued interest from the sale of the Bonds and that accrued interest received upon the sale of the Bonds will be deposited in the Bond and Interest Account and applied to the first interest due thereon;

(iv). That the Prior Bonds will be refunded within 90 days of the date of issue of the Bonds and the City expects that all of the money derived from the sale of the Bonds and all of the investment earnings on said money will be expended within six (6) months following the date of issue of the Bonds.

(v). That the Bonds are not advance refunding bonds for purposes of Section 149(d)(3)(A)(i) of the Code;

(vi). Except for the Bond and Interest Account, the City has not created or established and will not create or establish any sinking funds, reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond and Interest Account has been established and will be funded in a manner primarily to achieve proper matching of revenues and debt service, and will be depleted at least annually to an amount not in excess of the greater of (i) the earnings on the Bond and Interest Account for the immediately preceding bond year or (ii) 1/12th of the particular annual debt service on the Bonds for the immediately preceding year. Money deposited in the Bond and Interest Account will be spent within a 13 month period beginning on the date of deposit, and investment earnings in the Bond and Interest Account will be spent or withdrawn from the Bond and Interest Account within a one year period beginning the date of receipt.

(vii). The foregoing statements of expectation are based upon the following facts and estimates:

- (A) Amounts shown as received will be received pursuant to the Bond Purchase Agreement.
- (B) Amounts paid or to be paid into various funds and accounts have been directed to be paid into said funds and accounts by authority hereof or are expected to be so directed to be paid by further proceedings.

(viii). To the best of the knowledge and belief of the City, there are no facts, estimates or circumstances that would materially change the conclusions and representations set out in this Section, and the expectations set out in this Section are reasonable.

(ix). The City has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may not certify bond issues under Treas. Reg. §1.148-2.

(x). That moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

(d) The City reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the covenants herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing in matters pertaining to tax-exempt bonds to the effect that use or investment of such moneys as contemplated will not result in loss of the status of interest paid and received on the Bonds as not includible in the gross income of the owners thereof under the Code for federal income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations, in computing the environmental tax imposed on certain corporations and in computing the "branch profits tax" imposed on certain foreign corporations.

Section 20. Rebate Account.

In the event that the City shall invest moneys in any investments which generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Code, the City shall establish a special account, designated as the "Rebate Account" and such income shall be deposited into the Rebate Account. Moneys in the Rebate Account shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Code and are hereby appropriated and set aside for such purpose.

Section 21. Defeasance and Payment of Bonds.

(a) If the City shall pay or cause to be paid to the registered owners of the Bonds, the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the registered owners and the beneficial owners of the Bonds shall be discharged and satisfied.

(b) Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of paragraph(a) of this Section if (1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) Federal Obligations" as defined in paragraph (c) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Bonds on and prior to the applicable redemption date or maturity date thereof.

(c) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 22. Registered Form.

The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be tax-exempt under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 23. Ordinance to Constitute a Contract.

The provisions of this ordinance shall constitute a contract between the City and the registered owners of the bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any

other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Bonds and to the extent that the provisions of this Ordinance conflict with the provisions of any other ordinance or resolution of the City, the provisions of this ordinance shall control. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 24. Continuing Disclosure.

For the benefit of the beneficial owners of the Bonds, the City covenants and agrees to provide an annual report containing certain financial information and operating data relating to the City and to provide notices of the occurrence of certain enumerated events.

The annual report shall be filed with the Municipal Securities Rulemaking Board's (the "MSRB") Electronic Municipal Market Access ("EMMA") system within 210 days after the close of the City's fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the City and such additional information as noted in the Official Statement for the Bonds under the caption "Continuing Disclosure." Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial statement shall be included in the annual report and the audited financial statement shall be filed within 30 days after it becomes available.

The City also covenants and agrees, for the benefit of the beneficial owners of the Bonds, to provide notice in a timely manner (not in excess of ten business days after the occurrence) to the MSRB of any failure of the City to file any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Bondholders, if material; (8) bonds calls, if material, and tender offers; (9) defeasances; (10) release, substitution or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City (This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and

orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City); (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

It is found and determined that the City has agreed to the undertakings contained in this Section in order to assist participating underwriters of the Bonds and brokers, dealers and municipal securities dealers in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Exchange Act. The Mayor is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the City, each and every thing necessary to accomplish the undertakings of the City contained in this Section for so long as Rule 15c2-12(b)(5) is applicable to the Bonds and the City remains an "obligated person" under Rule 15c2-12 with respect to the Bonds. MSRB Rule G-32 requires all EMMA filings to be in word searchable PDF format. This requirement extends to all documents required to be filed with EMMA, including financial statements and other externally prepared reports.

The undertakings contained in this Section may be amended by the City upon a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Securities and Exchange Commission, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted; provided that (a) the undertaking, as amended, would have complied with the requirements of Rule 15c2-12(b)(5) at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the City, the amendment does not materially impair the interests of the beneficial owners of the Bonds.

In the event of a failure of the City to comply with any provision of this Section, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section. A default under this Section shall not be deemed a default under the Bond Ordinance, and the sole remedy under this Section in the event of any failure of the City to comply with this Section shall be an action to compel performance.

Section 25. Bond Registrar.

The City covenants that it will maintain at the designated office of the Bond Registrar a place where Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the Bond Registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The Bond Registrar, shall signify acceptance of the duties and obligations imposed upon the Bond Registrar by this Ordinance, and any successor Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance, by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City the acceptance of such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. The Bond Registrar is the agent of the City and shall not be liable in connection with the performance of his duties except for his own negligence or default. The Bond Registrar shall, however, be responsible for any representation in the certificate of authentication on the Bonds.

The City may appoint a successor Bond Registrar at any time. In case at any time the Bond Registrar shall resign or shall be removed or shall become incapable of acting, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall mail notice of any such appointment made by it to each registered owner of Bonds within twenty days after such appointment. Any successor Bond Registrar appointed under the provisions of this Section shall be a bank, trust company or national banking association maintaining its principal corporate trust office in the State of Illinois, St. Louis, Missouri, or the Borough of Manhattan, City and State of New York.

Section 26. Publication.

The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and to file copies thereof for public inspection in the City Clerk's office.

Section 27. Superseder and Effective Date.

All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage, approval and recording by the City Clerk.

* * *

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: _____, 2015

APPROVED: _____, 2015

Mayor, City of Springfield,
Sangamon County, Illinois

Recorded in City Records: _____, 2015

Attest:

City Clerk, City of Springfield,
Sangamon County, Illinois

Approved as to legal
sufficiency:

Corporation Counsel

Todd L. Lantry / 4/2/15

CERTIFICATE

I, _____, City Clerk of the City of Springfield, in Sangamon County, Illinois (the "City"), hereby certify that the foregoing Ordinance _____ entitled "AN ORDINANCE providing for and authorizing the issuance of General Obligation Refunding Bonds, Series 2015 of the City of Springfield, Sangamon County, Illinois, in an amount not to exceed \$9,095,000 for the purpose of refunding the City's General Obligation Refunding Bonds, Series 2005A" (the "Ordinance") is a true copy of an original ordinance which was duly adopted by the recorded affirmative votes of a majority of the members of the City Council of the City (the "City Council") at a meeting thereof which was duly called and held in compliance with the Open Meetings Act on _____, 2015, and at which a quorum was present and acting throughout, and that such copy has been compared by me with the original Ordinance signed by the Mayor of the City and recorded in the Ordinance book of the City and that it is a correct transcript thereof and of the whole of the Ordinance, and that the Ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I do further certify that the deliberations of the City Council on the adoption of Ordinance were taken openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Acts and Code, and with all of the procedural rules of the City.

I do further certify that the Ordinance was published in pamphlet form and that the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Springfield, Illinois this _____, 2015.

City Clerk

(SEAL)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: _____

William McCarty, Director

PHONE NUMBER: _____

217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: _____

FISCAL IMPACT: \$9,095,000.00

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

SUGGESTED TITLE:

AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015 OF THE CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$9,095,000 FOR THE PURPOSE OF REFUNDING THE CITY'S GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005A.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The City of Springfield refunding of the 2005A bonds is take advantage of current interest's rates. Given the current market savings are estimated at around \$900,000.00, which will be realized without extending the payment period.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF A SETTLEMENT
AGREEMENT AND MUTUAL RELEASE REGARDING THE FEDERAL
CENTRAL DISTRICT OF ILLINOIS CASE 08-CV-3302, WELLS V. COKER**

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

WHEREAS, the City of Springfield is defending a case entitled Wells v. Coker, Central District of Illinois Case Number 08-CV-3302; and

WHEREAS, the Parties are willing to settle this lawsuit in the total amount of \$50,000.00 with no admission of liability and releasing the City and all of its officers, agents and employees for all past, present and future claims, the City making settlement only because the amount of the settlement is less than the costs to the City of litigation; 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 the federal Central District of Illinois case of *Wells v. Coker*, Case Number 08-CV-3302, and authorizes payment of \$50,000.00 to settle this case. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: 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:

Requested by: Mayor J. Michael Houston

Todd Lumbry, 3/31/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

April 8, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Steve Rahn

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Settlement of Lawsuit

FISCAL IMPACT: \$50,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT AND PAYMENT OF \$50,000 FOR UNITED STATES DISTRICT COURT CASE NO. 08-CV-3302, JAMES WELLS v. JEFF COKER, in his Individual Capacity and CITY OF SPRINGFIELD, A Municipal Corporation.

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☐ Other:

Previous Ord #'s

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

Code Provision:

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	2210	\$ 50,000
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

James Wells filed a lawsuit against the City in U.S. District Court, Case No. 08-CV-3302 and the parties are willing to settle this lawsuit for a total amount of \$50,000. This ordinance will authorize execution of a settlement agreement and payment of \$50,000 to the Plaintiff.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Fact Sheets\Settle Wells v. Coker US Case 08-CV-3302.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

**AN ORDINANCE AMENDING TITLE IX OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING
CHAPTER 106 ESTABLISHING A MINIMUM WAGE IN THE CITY OF
SPRINGFIELD**

WHEREAS, The City of Springfield is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, promoting the welfare of those who work within the City's borders is an endeavor that plainly meets this criterion; and

WHEREAS, after years of inaction by the United States Congress, it is time for cities and states to lift families out of poverty and stimulate the economy by raising the minimum wage; and

WHEREAS, a coalition of advocates and elected Illinois officials are leading an effort in Springfield to raise the state minimum wage, but, due to Springfield's higher cost of living, the proposed state increase is not enough; and

WHEREAS, enacting a minimum wage for workers in Chicago that exceeds the state minimum wage is entirely consistent with the Illinois General Assembly's finding that it is against public policy for an employer to pay to his employees an amount less than that fixed by the Illinois Minimum Wage Law, 820 ILCS 105/2; and

WHEREAS, the increasing unaffordability of life in Springfield for so many of its residents illustrates the profound degree of wage inequality that President Barack Obama has described as "the defining issue of our time;" and

WHEREAS, the weight of research on previous minimum wage increases shows that raising the minimum wage has little or no adverse impact on employment and prices - to the contrary, according to the Economic Policy Institute, raising the minimum wage will help the economy at large, because workers' increased spending power will increase our nation's gross domestic product by about \$33 billion and create approximately 140,000 jobs.

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

Section 1: That the foregoing recitals are hereby incorporated as the findings of the City Council.

Section 2: That Title IX of the Springfield City Code is hereby amended by adding a new Chapter 106, as follows:

CHAPTER 106.

MINIMUM WAGE

§ 106.01 Definitions.

For purposes of this chapter, the following definitions apply:

"Covered Employee" means any Employee who is not subject to any of the exclusions set out in Section 106.05 below, and who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of the City of Springfield. For purposes of this definition, time spent traveling in the City that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within the City, shall constitute work while physically present within the geographic boundaries of the City; however, time spent traveling in the City that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of the City.

"CPI" means the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor.

"Domestic worker" means a person whose primary duties include housekeeping; house cleaning; home management; nanny services, including childcare and child monitoring; caregiving, personal care or home health services for elderly persons or persons with illnesses, injuries, or disabilities who require assistance in caring for themselves; laundering; cooking; companion services; chauffeuring; and other household services to members of households or their guests in or about a private home or residence, or any other location where the domestic work is performed.

"Employee," "Gratuities, and "Occupation" have the meanings ascribed to those terms in the Minimum Wage Law with the exception that all Domestic Workers; including Domestic Workers employed by Employers with fewer than 4 employees, shall fall under the definition of the term "Employee".

"Employer" means any individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employs at least one Covered Employee. To qualify as an Employer, such individual, group, or entity must (1) maintain a business facility within the geographic boundaries of the City and/or (2) be subject to one or more of the license requirements in Title IX or Title XI of this Code.

"Fair Labor Standards Act" means the United States Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., in force on the effective date of this chapter and as thereafter amended,

"Minimum Wage Law" means the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force on the effective date of this chapter and as hereafter amended.

"Sister Agency" means Springfield School District 186, Ball Chatham Community Unit School District 5, the Springfield Park District, the Springfield Mass Transit District or the Springfield Housing Authority.

"Subsidized Temporary Youth Employment Program" means any publicly subsidized summer or other temporary youth employment program through which persons aged 24 or younger are employed by or engaged in employment coordinated by, a nonprofit organization or governmental entity.

"Subsidized Transitional Employment Program" means any publicly subsidized temporary employment program through which persons with unsuccessful employment histories and/or members of statistically hard-to-employ populations (such as formerly homeless persons, the long-term unemployed, and formerly incarcerated persons) are provided temporary paid employment and case-managed services under a program administered by a nonprofit organization or governmental entity, with the goal of transitioning program participants into unsubsidized employment.

"Tipped Employee" has the meaning ascribed that term in the Fair Labor Standards Act. "Wage" means compensation due an Employee by reason of his employment.

§ 106.02 Minimum Hourly Wage.

Except as provided in Section 106.03 of this Code, every Employer shall pay no less than the following Wages to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the City:

- (a) Beginning on July 1, 2015 the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by Fair Labor Standards Act; or (3) \$10.00 per hour.
- (b) Beginning on July 1, 2016, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$10.50 per hour.
- (c) Beginning on July 1, 2017, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$11.00 per hour.
- (d) Beginning on July 1, 2018, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$12.00 per hour.
- (e) Beginning on July 1, 2019, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by the Fair Labor Standards Act; or (3) \$13.00 per hour.
- (f) Beginning on July 1, 2020, and on every July 1 thereafter, the greater of: (1) the minimum hourly Wage set by the Minimum Wage Law; (2) the minimum hourly Wage set by

the Fair Labor Standards Act; or (3) the City's minimum hourly Wage from the previous year, increased in proportion to the increase, if any, in the CPI, provided, however, that if the CPI increases by more than 2.5 percent in any year, the City minimum Wage increase shall be capped at 2.5 percent and that there shall be no City minimum Wage increase in any year when the unemployment rate in Springfield for the preceding year, as calculated by the Illinois Department of Employment Security, was equal to or greater than 8.5 percent. Any increase pursuant to subsection 106.02(f)(3) shall be rounded up to the nearest multiple of \$0.05. Any increase pursuant to subsection 106.02(f) shall remain in effect until any subsequent adjustment is made. On or before June 1, 2020, and on or before every June 1 thereafter, the Mayor or his or her designee shall make available to Employers a bulletin announcing the adjusted minimum hourly Wage for the upcoming year.

§ 106.03 Minimum Hourly Wage In Occupations Receiving Gratuities.

(a) Every Employer of a Covered Employee engaged in an Occupation in which Gratuities have customarily and usually constituted part of the remuneration shall pay no less than the following Wages to each Covered Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the City:

(1) Beginning on July 1, 2015, the greater of: (A) the minimum hourly Wage set by the Fair Labor Standards Act for Tipped Employees plus an additional \$0.50 per hour; or (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional \$0.50 per hour.

(2) Beginning on July 1, 2016, the greater of: (A) the minimum hourly Wage set by the Fair Labor Standards Act for Tipped Employees plus an additional \$1.00 per hour; or (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities, plus an additional 1.00 per hour.

(3) Beginning on July 1, 2017, and on every July 1 thereafter, the greater of (A) the minimum hourly Wage set by the Fair Labor Standards Act for tipped workers; (B) the minimum hourly Wage set by the Minimum Wage Law for workers who receive Gratuities; or (C) the City's minimum hourly Wage from the previous year for workers who receive Gratuities, increased in proportion to the increase if any, in the CPI, provided, however, that if the CPI increases by more than 2.5 percent in any year the City minimum Wage increase for workers who receive Gratuities shall be capped at 2.5 percent and that there shall be no City minimum Wage increase for workers who receive Gratuities in any year when the unemployment rate in Springfield for the preceding year, as calculated by the Illinois Department of Employment Security, was equal to or greater than 8.5 percent. Any increase pursuant to subsection 106.03(a)(3)(C) shall be rounded up to the nearest multiple of \$0.05. Any increase pursuant to subsection 106.03(a)(3) shall remain in effect until any subsequent adjustment is made. On or before June 1, 2017 and/or before every June 1 thereafter, the Mayor or his or her designee shall make available to Employers a bulletin announcing the City's minimum hourly Wage for the upcoming year for workers who receive Gratuities.

(b) Each Employer that pays a Covered Employee the Wage described in subsection 106.03(a) shall transmit to the Mayor, in a manner provided by regulation, substantial evidence establishing: (1) the amount the Covered Employee received as Gratuities during the relevant

pay period; and (2) that no part of that amount was returned to the Employer. If an Employer is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor the Mayor may allow the Employer to comply with this subsection 106.03(b) by filing a copy of the state documentation.

§ 106.04 Overtime compensation.

The wages set out in Sections 106.02 and 106.03 are subject to the overtime compensation provisions in the Minimum Wage Law; with the exception that the definitions of "Employer" and "Employee" in this chapter shall apply .

§ 106.05 Exclusions.

This chapter shall not apply to hours worked:

(a) By any person subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception that the categories of Employees described in subsections 4(3)(2)(A) and 4(a)(2)(8) of the Minimum Wage Law shall be entitled to the Wages described in Sections 106.02 and 106.03 above, whichever applies, as well as the overtime compensation described in Section 106.04.

(b) By any person subject to subsection 4(a)(3), subsection 4(d), subsection 4(e), Section 5. or Section 6 of the Minimum Wage Law.

(c) For any governmental entity other than the City a category that for purposes of this chapter includes but is not limited to, any Sister Agency, any unit of local government, the Illinois state government, and the government of the United States as well as any other federal, state or local governmental agency or department;

(d) For any Subsidized Temporary Youth Employment Program; or

(e) For any Subsidized Transitional Employment Program.

§ 106.06 Application to Collective Bargaining Agreements.

Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this chapter. The requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

§ 106.07 Notice and Posting.

(a) Every Employer shall post in a conspicuous place at each facility where any Covered Employee works that is located within the geographic boundaries of the City a notice advising the Covered Employee of the current minimum Wages under this chapter, and of his rights under this chapter. The Mayor or his or her designee shall prepare and make available a form notice

that satisfies the requirements of this subsection 106.07(a). Employers that do not maintain a business facility within the geographic boundaries of the City and households that serve as the worksites for Domestic Workers are exempt from this subsection 106.07(a).

(b) Every Employer shall provide with the first paycheck subject to this chapter issued to a Covered Employee a notice advising the Covered Employee of the current minimum Wages under this chapter and of the Employee's rights under this chapter. The Mayor shall prepare and make available a form notice that satisfies the requirements of this subsection 106.07(b).

§ 106.08 Retaliation Prohibited

It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any Covered Employee in retaliation for exercising any right under this chapter, including but not limited to disclosing, reporting, or testifying about any violation of this chapter or regulations promulgated thereunder. For purposes of this Section, prohibited adverse actions include, but are not limited to: Unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive decreases in the desirability of work assignments, and other acts of harassment shown to be linked to such exercise of rights.

§ 106.09 Enforcement- Regulations.

The Mayor or his or her designee shall enforce this chapter, and the Mayor or his or her designee is authorized to adopt regulations for the proper administration and enforcement of its provisions.

§ 106.10 Violation – Penalty.

Any Employer who violates this chapter or any regulation promulgated thereunder shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Alderman Sam Cahnman


Office of Corporation Counsel / Date

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF
SPRINGFIELD AND ACE SIGN COMPANY**

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 controls the streets and rights-of-way for public purposes; and

WHEREAS, it is in the best interests of the City to receive revenue from advertising on bus benches placed on the right-of-way for streets within the City of Springfield.

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

Section 1: That the attached Agreement between the City of Springfield and Ace Sign Company is approved.

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

PASSED: _____, 2015

SIGNED: _____, 2015

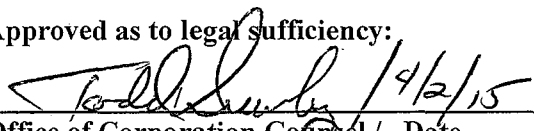
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 / 4/2/15
Office of Corporation Counsel / Date

**CONTRACT TO FURNISH AND MAINTAIN BUS BENCHES BETWEEN
ACE SIGN COMPANY AND CITY OF SPRINGFIELD**

Agreement made this 21st day of April, 2015, by and between the City of Springfield, Sangamon County, Illinois a municipal corporation, hereinafter called the "City" and Ace Sign Company, hereinafter call the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide and deliver in good order, quality and condition, the following: Maintain Bus Benches in accordance with the proposal of the Contractor and the standard terms, conditions and special requirements set forth in the Contract Documents heretofore prepared. Therefore, which are hereby referenced and made a part of this contract.

2. The Contractor shall pay the City in accordance with the proposal of the Contractor, subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents.

3. This agreement shall embrace and include all of the Contract Documents which are as follows:

- A. The Attachment A including the standard terms, conditions, special requirements.
- B. This Agreement which shall expire ten (10) years from the date first written above.

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. Should either party believe that the other party is in default under the terms of this agreement, then written notice shall be sent to the other party stating the nature of the default and that if it is not remedied within a period of thirty (30) days that the agreement shall be terminated. If the other party remedies the default within said thirty (30) day period, then this agreement shall continue in full force and effect.

Attachment A

A minimum of 175 courtesy benches will be the existing style currently utilized under the existing contract

- * legs are reinforced concrete offering a heavy stable base
- * aluminum seats fastened from bottom side -no exposed screw heads
- * tamper proof screws hold rental panel to bench back
- * concrete legs made locally by a Springfield business

Indicate the type of payment amount Ace Sign Co. will pay the City

Ace Sign Co. shall guarantee a minimum payment of \$8,000.00 per year or 25% of its gross sales per year, resulting from the sale of bus bench advertising, whichever amount is greater.

Time required from date of acceptance to furnish and install 175 benches

The Ace Sign Co. currently owns and maintains the advertising panels and the 175 courtesy benches placed on the City right-of-way. There would be no interruption of service to the Mass Transit riders.

Provisions for maintenance Ace Sign Co. proposes to undertake

- *monthly inspections
- *annual painting of skirts and backs
- *weed removal as needed
- *repair of damaged bench within 24 hours of report
- *removal of graffiti or bumper sticker within 24 hours of report
- *installation of concrete pads under benches where needed within first year of contract
- *each bench is to be numbered and have Ace Sign Company's name and phone number on the back

Additional services or conditions of the contract Ace Sign Co. intends to perform. Additional services beyond the minimum requirements will be used for evaluation of the proposals

Ace Sign Co. will:

- * furnish 50 (5 groups of 10) reverse side panels for Public Service messages from City Departments (such as recycling and Crimestoppers)
- * maintain all current policies
- * provide supply information regarding the proposed location of the bus benches to the Director of the Office of Public Works, or his designee, and will not place, or allow to remain in place, any benches on City property at locations which, in the opinion of the City traffic engineer, create a traffic visibility or liability issue for the City.
- * indemnify and hold harmless the City from any liability for claims of injury or damage to property arising from allegations of negligence in the location, condition or maintenance of the bus benches which are the subject of this agreement. Contractor, at its expense, shall carry and maintain comprehensive public liability insurance. The public liability policy shall name the City as an additional insured and shall provide for not less than thirty (30) days prior written notice to the City by the insured of any proposed cancellation or any such insurance.
- * use the bus benches for the purpose of commercial advertising. Contractor will not accept any advertising which implies an endorsement of a product or service by the City of Springfield. This prohibition does not apply to the Public Service messages from City Departments which are provided for elsewhere in this agreement.

Exceptions to performing the required conditions as set forth

There will be full compliance by Ace Sign Co. with all conditions set forth, with the following exception: There are three (3) benches which are currently placed upon private property. Placement of these benches upon the public right-of-way would create a definite safety hazard. Permission has been granted to Ace Sign Company from the property owners for placement of these benches. These three benches were placed at the request of riders who utilize these bus stops.

ACE SIGN COMPANY

CITY OF SPRINGFIELD, ILLINOIS

BY: _____
Dennis Bringuet, President

BY: _____
J. Michael Houston, Mayor

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

April 8, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE:

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT WITH ACE SIGN COMPANY TO FURNISH AND MAINTAIN BUS BENCHES PLACED ON CITY RIGHTS-OF-WAY

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

CONTRACTOR / VENDOR NAME: Ace Sign Company

VENDOR NO:

CONTRACT TERM: 10 years

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	001	107	BMGT	ACCT	0340
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Ace Sign Company currently owns 175 courtesy bus benches placed on City rights-of-way that have advertising panels and is willing and able to furnish and maintain these bus benches. This ordinance with authorize execution of a ten-year agreement with Ace Sign Company for these services. Ace Sign Company guarantees to the City, a minimum payment of \$8,000 per year or 25% of its gross sales per year, resulting from the sale of bus bench advertising, whichever amount is greater.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9598

**AN ORDINANCE AMENDING SECTION 10.18 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING
TO USE OF THE CORPORATE SEAL OF THE CITY OF SPRINGFIELD**

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

WHEREAS, it is in the best interests of the City to limit the use of the reproduction of the corporate seal of the City of Springfield.

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

Section 1: That the City Council hereby amends Chapter 10, Section 10.18 of the 1988 Springfield City Code of Ordinances, as amended, as set forth in Exhibit "A", which is attached hereto (additions are indicated by underlines).

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2015

SIGNED: _____, 2015

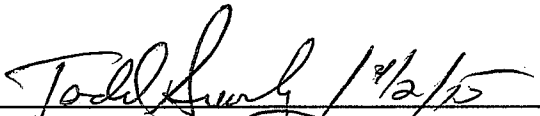
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Alderman Kris Theilen

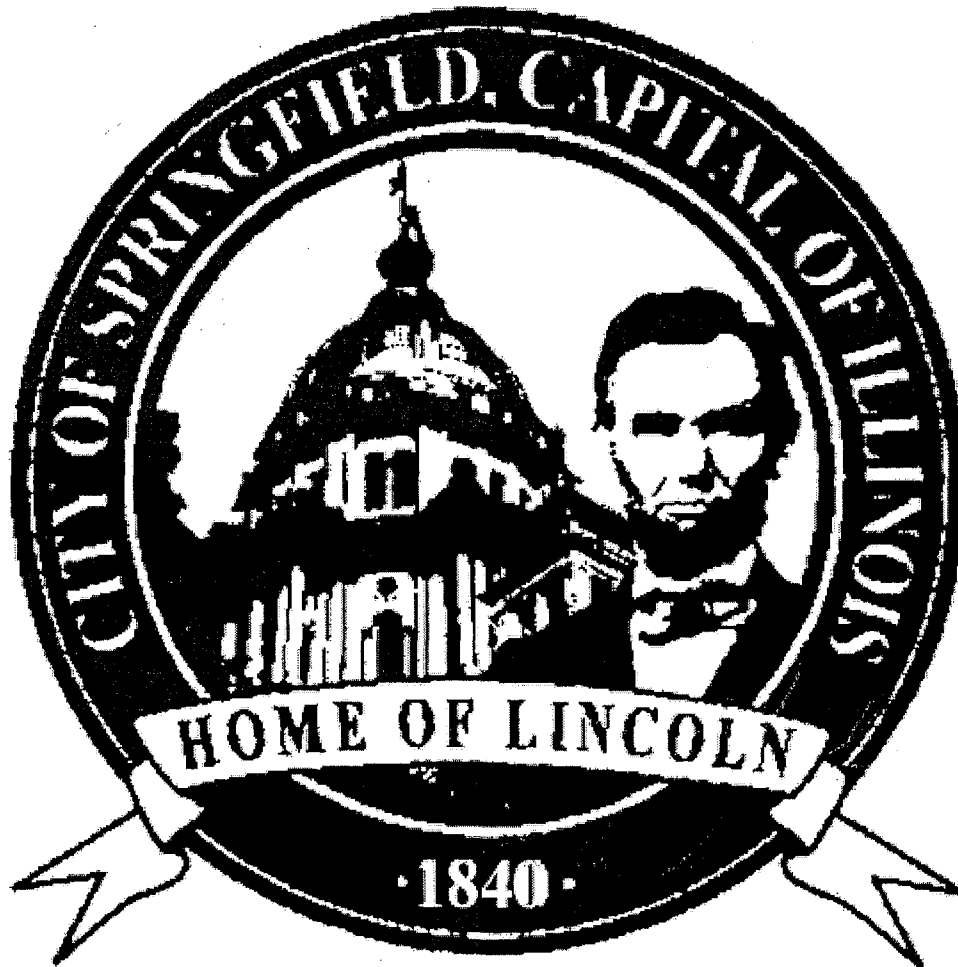


Office of Corporation Counsel / Date

EXHIBIT "A"

§ 10.18. - Corporate seal.

(a) The corporate seal of the City of Springfield shall be a 2 1/8-inch black circle inscribed in white with the words "City of Springfield, Capital of Illinois," and the date "1840" in the bottom of the circle. It shall contain the line drawings of the Illinois Capitol dome and a likeness of President Abraham Lincoln within the circle. It shall contain a banner over the lower one-quarter of the circle which contains the words "Home of Lincoln." as follows:



City Seal

(b) The city clerk shall be custodian of the corporate seal. She shall affix the impression of the corporate seal to all commissions or other official documents required to be issued by her and attest or countersign the same. She shall affix the seal to all official acts of the mayor which require it and, if necessary, attest the same. She shall also certify, under the corporate seal, copies of any records, ordinances, documents, or papers in her office, when required by any city

officer or other person. In no case shall the impression of the corporate seal be binding on the city, unless it be authorized by the laws or ordinances of the city, and is attested by the official signature of the city clerk.

The use of reproductions of the corporate seal shall only be for purposes directly connected with the official business of the City of Springfield, its City Council, officers or departments, and for those matters expressly approved by the Mayor and City Council. Incidental reproductions of the corporate seal in photographs or videos is not prohibited, but the corporate seal shall never be reproduced in a manner which implies an endorsement of the City of Springfield other than for official business as set forth in the previous sentence.

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

April 8, 2015

OFFICE REQUESTING: Alderman TheilenCONTACT PERSON: Todd GreenburgPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification.

--

TYPE OF ORDINANCE: _____ FISCAL IMPACT: none

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING SECTION 10.18 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO USE OF THE CORPORATE SEAL OF THE CITY OF SPRINGFIELD

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☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance will amend Chapter 10, Section 10.18 of the 1988 City of Springfield Code of Ordinances, as amended, to limit the use of the reproduction of the corporate seal of the City of Springfield.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY
AND THE CITY OF SPRINGFIELD POLICE DEPARTMENT FOR TEMPORARY
USE OF PORTABLE MOTOROLA XTS250 RADIOS**

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 U.S. Department of Homeland Security has requested the temporary use of portable radios; and

WHEREAS, the City of Springfield Police Department is willing to provide three Motorola XTS250 units with Desk Chargers and Public Safety Microphones in accordance with Springfield Police Department General Order OPS-2, Radio/Telephone Communications techniques and procedures; and

WHEREAS, it is in the best interest of the City to enter into a Memorandum of Understanding with the U.S. Department of Homeland Security; and

WHEREAS, a copy of the Memorandum of Understanding 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 a Memorandum of Understanding with the U.S. Department of Homeland Security for temporary use of three Motorola XTS250 radio units with desk chargers and public safety microphones. The Mayor hereby authorized to execute and the City Clerk to Attest the Memorandum of Understanding on behalf of the City of Springfield.

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

PASSED: _____, 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

 3/31/15
Office of Corporation Counsel / Date

MEMORANDUM OF UNDERSTANDING

Between the Springfield Police Department and U.S. Department of Homeland Security

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Springfield Police Department herein known as "Springfield Police Department" and the U.S. Department of Homeland Security herein known as "USDHS."

Conditions of Agreement

Springfield Police Department agrees to provide portable radios to USDHS for temporary use. USDHS agrees to hold and safeguard the radios. The radios will be utilized in accordance with Springfield Police Department General Order OPS-2 Radio/Telephone Communications techniques and procedures. The Director of Emergency Communications for the Springfield Police Department, Mike Midiri, will provide the necessary training.

The following radios will be covered by this agreement:

- 3 Motorola XTS250 units with Desk Chargers and Public Safety Microphones.
 - Model: H46UCF9PW68N
 - Serial numbers are:
 - 205CJV5063
 - 205CJV5052
 - 205CJV5102

Springfield Police Department will maintain the upkeep of the radios. However, if any of the radios or accessories are destroyed or damaged past normal wear and tear, USDHS will be responsible for replacement of the radios and any necessary accessories.

This memorandum of understanding shall be in effect as long as any of the radios and accompanying accessories are in good working order or until one or both parties terminate participation.

USDHS may of its own initiative relinquish the radios and accessories back to the Springfield Police Department at any time. The radios and accessories are to be returned to the Springfield Police Department upon termination of this agreement.

By: _____
Kenny Winslow, Chief of Police, Springfield Police Department

By: _____
Eric Wands, Area Commander for the U.S. Department of Homeland Security

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: April 8, 2015

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Dennis L. Arnold
PHONE NUMBER: 341-5279

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

TYPE OF ORDINANCE: Memorandum of Understanding FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF SPRINGFIELD POLICE DEPARTMENT FOR TEMPORARY USE OF PORTABLE MOTOROLA XTS250 RADIOS

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s _____

- ☐ Low Bid ☐ Other: _____ Is Purchasing Agent approval required? No ☐ Yes ☐
- ☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval attached? No ☐ Yes ☐
- ☐ Low Evaluated Bid Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE <i>De... 2...</i>	Date: <u>03/31/2015</u>
CITY PURCHASING AGENT:	Date:

COMMENTS

The U.S. Department of Homeland Security has requested temporary use of portable radios and in accordance with Springfield Police Department General Order OPS-2, the Springfield Police Department is willing to provide three Motorola TXS250 units with Desk Chargers and Pubic Safety Microphones. This ordinance authorizes execution of a Memorandum of Understanding for use of the radios.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO DONALD CLINE, A
FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO
SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER
14-WC-13616**

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 Cline was formerly employed as a senior TDL with the City of Springfield Office of Public Works and on January 15, 2014, he reported pain in both wrists from repetitive use of hand tools and jackhammers; and

WHEREAS, Mr. Cline was sent for an EMG and diagnosed with bilateral carpal tunnel and was given a recommendation for surgery; and

WHEREAS, Mr. Cline was sent for an IME which opined that his job duties could be a primary factor if they were considered repetitive in nature; and

WHEREAS, Mr. Cline underwent surgical repair for bilateral carpal tunnel in September of 2014 and was able to return to work full duty in January of 2015; and

WHEREAS, Mr. Cline filed a workers compensation claim with the Commission and is willing to settle his claim in the amount of \$26,809.38 representing a permanent partial disability equivalent to 10% loss of use of the left hand and 12.5% loss of use of the right hand; and

WHEREAS, Livingstone, Mueller, O'Brien and Davlin, P.C., the city's legal advisors recommend payment in the amount of \$26,809.38 to Donald Cline to settle his workers compensation claim for case number 14-WC-13616.

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

Section 1: That the City Council hereby authorizes payment of \$26,809.38 to Donald Cline, a former Office of Public Works employee, to settle a workers compensation claim for case number 14-WC-13616, representing a permanent partial disability equivalent to 10% loss of use of the left hand and 12.5% loss of use of the right 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 \$26,809.38 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Donald Cline and his attorney, Charles Delano.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____
City Clerk Cecilia K. Tumulty

Mayor J. Michael Houston

Requested by: Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd L. Smith / 4/2/13
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: April 1, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: W/C Settlement

FISCAL IMPACT: \$26,809.38

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO DONALD CLINE, A FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14 WC 13616

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

CONTRACTOR / VENDOR NAME: Donald Cline and attorney Charles Delano

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
					\$26,809.38

DATE OF HIRE: 12/20/99

SEPARATION DATE: 1/25/2015

COMMENTS

Donald Cline was employed as a senior TDL with the City of Springfield Department of Public Works on January 15, 2014, and reported pain in both wrists from repetitive use of hand tools and jackhammers. He was sent for an EMG and diagnosed with bilateral carpal tunnel; he was given a recommendation for surgery. He was sent for an IME which opined that his job duties could be a primary factor if they were considered repetitive in nature. Mr. Cline underwent surgical repair for bilateral carpal tunnel in September of 2014 and was able to return to work full duty in January of 2015. Mr. Cline filed a workers compensation claim with the Commission and is willing to settle his claim in the amount of \$26,809.38 representing a permanent partial disability equivalent to 10% of the left hand and 12.5% loss of use of the right hand. Livingstone, Mueller, O'Brien and Davlin, P.C., the city's legal advisors, recommend payment in the amount of \$26,809.38 to Donald Cline to settle his workers compensation claim for case number 14 WC 13616.

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO HAROLD BUTLER, A
FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO
SETTLE WORKERS' COMPENSATION CLAIM NUMBERS 1429E175276
AND 14294E092210**

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, Harold Butler was formerly employed as a supervisor with the City of Springfield Office of Public Works and on February 13, 2014, reported pain in his right knee after he slipped and fell on ice at a jobsite; and

WHEREAS, Mr. Butler was diagnosed with a meniscal tear and received conservative care for his injury; and

WHEREAS, on April 4, 2014, Mr. Butler reported injuries to his neck, shoulder and both knees following a motor vehicle accident and was seen in the emergency room and referred to his primary care for additional treatment; and

WHEREAS, Mr. Butler again received conservative care and was released for all conditions (both injury dates) in December of 2014; and

WHEREAS, Mr. Butler requested a pro se settlement and is willing to settle both claims in the amount of \$21,500.00 representing a permanent partial disability equivalent to 7% loss of use of each leg; and

WHEREAS, CCMSI, the City's third party administrator, recommends payment in the amount of \$21,500.00 to Harold Butler to settle workers' compensation claim numbers 14294E175276 and 14294E092210.

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

Section 1: That the City Council hereby authorizes payment of \$21,500.00 to Harold Butler, a former Office of Public Works employee, to settle workers compensation claim numbers 14294E175276 and 14294E092210 representing a permanent partial disability equivalent to 7% loss of use of each 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 \$21,500.00 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Harold Butler, pro se.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Sweeney / 4/2/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: April 1, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: W/C Settlement

FISCAL IMPACT: \$21,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO HAROLD BUTLER, A FORMER CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBERS 14294E175276 AND 14294E092210

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

CONTRACTOR / VENDOR NAME Harold Butler Pro Se

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	\$21,500.00

DATE OF HIRE: 10/02/95

SEPARATION DATE: 1/23/2015

COMMENTS

Harold Butler was employed as a supervisor with the City of Springfield Department of Public Works on February 13, 2014, and reported pain in his right knee after he slipped and fell on ice at a jobsite. He was diagnosed with a meniscal tear and received conservative care for this injury. On April 4, 2014, Mr. Butler reported injuries to his neck, shoulder and both knees following a motor vehicle accident. He was seen in the emergency room and referred to his primary care for additional treatment. Mr. Butler again recieved conservative care was released for all conditions (both injury dates) in December of 2014. Mr. Butler requested a pro se settlement and is willing to close both claims in the amount of \$21,500.00 representing a permanent partial disability equivalent to 7% loss of use of each leg. CCMSI, the city's third party administrator, recommend payment in the amount of \$21,500.00 to Harold Butler to settle his workers compensation claims for case numbers 14294E175276 and 14294E092210

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WASHINGTON, AN
OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF A
WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-27077**

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, William Washington was working as a Store Attendant for the Office of Public Utilities on June 7, 2013, and reported an injury to his right knee from repetitive climbing up and down a freight truck ladder; and

WHEREAS, Mr. Washington treated conservatively and due to continued complaints his primary physician ordered an MRI which revealed tendonosis and possible intra substance tears and surgery was recommended; and

WHEREAS, the surgery was performed in August of 2013 and Mr. Washington was able to return to work in December of 2013; and

WHEREAS, Mr. Washington filed a workers' compensation claim (case number 13-WC-27077) and is willing to settle his claim in the amount of \$30,639.65 representing a permanent partial disability equivalent to 20% loss of use of his leg; and

WHEREAS, Livingstone, Mueller, O'Brien & Davlin, P.C. recommend payment in the amount of \$30,639.65 to William Washington to settle his workers' compensation claim for case number 13-WC-27077.

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

Section 1: That the City Council hereby authorizes payment of \$30,639.65 to William Washington, an Office of Public Utilities employee, to settle a workers' compensation claim for case number 13-WC-27077 representing a permanent partial disability equivalent to 20% loss of use of his leg. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$30,639.65 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to William Washington and his attorney Tim Shay.

Section 3: That the Office of Public Utilities is hereby directed to pay Account Number 074-107-BMGT-WCMP-5002 the sum of \$30,639.65.

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

PASSED: _____, 2015

SIGNED: _____, 2015

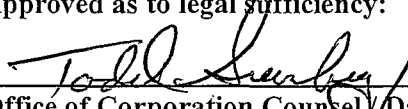
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 1/4/15

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

April 8, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Workers' Comp Settlement - CWLP

FISCAL IMPACT: \$30,639.65

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WASHINGTON, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIM CASE NUMBER 13 WC 27077

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

CONTRACTOR / VENDOR NAME William Washington 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
2					
					30,639.65

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205
2					
					\$30,639.65

DATE OF HIRE: 07/02/80

FUNDS CHECK BY:

Date:

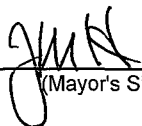
DIRECTOR / SUPERVISOR SIGNATURE Date:

CITY PURCHASING AGENT: Date:

COMMENTS

William Washington was a stores attendant for the Office of Public Utilities, and on June 7, 2013, reported an injury to his right knee from repetitive climbing up and down freight truck ladder. He treated conservatively and due to continued complaints his primary physician ordered an MRI which revealed tendonosis and possible intra substance tears; surgery was recommended. The surgery was performed in August of 2013 and he was able to return to work in December of 2013. He filed a workers compensation claim (case number 13 WC 27077) and is willing to settle his claim in the amount of \$30,639.65 representing a permanent partial disability equivalent to 20% of the leg. Livingstone, Mueller, O'Brien and Davlin, P.C. the city's legal advisors, recommend payment of \$30,639.65 to Mr. Washington to settle workers' compensation claim for case number 13 WC27077.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "G"
LIQUOR LICENSES BY ONE FOR XTREME DREAMZ CAR CLUB
LOCATED AT 1635 E. CARPENTER STREET**

WHEREAS, Xtreme Dreamz Car Club has applied for a Class G liquor license for the business located at 1635 E. Carpenter; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "G" liquor licenses by one.

Section 2: That this ordinance shall take effect 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:

Liquor Control Commission
Mayor J. Michael Houston

Approved as to legal sufficiency:

Office of Corporation Counsel / Date 3/31/15

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

April 8, 2015

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License

FISCAL IMPACT:

NA

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

SUGGESTED TITLE:

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "G" LIQUOR LICENSES BY ONE FOR XTREME DREAMZ CAR CLUB D/B/A XTREME DREAMZ CAR CLUB, 1635 E. CARPENTER STREET

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

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope

Yes ☐

No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

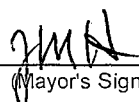
CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is to increase the number of Class "G" liquor licenses by one for Xtreme Dreamz Car Club d/b/a Xtreme Dreamz Car Club, 1635 E Carpenter Street. A Class "G" license entitles clubs to sell alcoholic liquor, at retail by the drink or pitcher only, for consumption on the premises only and is a 1 a.m. license. The applicant stated there is a buzzer at the door and it lights up at night to let people in and complies with section 90.18(1) of the the city code regarding distances to a church as an organized organization.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

9579

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "C1"
LIQUOR LICENSES BY ONE FOR SIMPLY, LLC D/B/A SIMPLY FAIR,
2357 W. MONROE STREET**

WHEREAS, Simply, LLC has applied for a Class "C1" liquor license for the business known as Simply Fair located at 2357 W. Monroe Street; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "C1" liquor licenses by one.

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

PASSED: _____, 2015

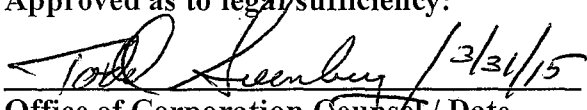
SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:



Office of Corporation Counsel / Date

REQUESTED BY: Mayor J. Michael Houston

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: April 8, 2015

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "C1" LIQUOR LICENSES BY ONE FOR SIMPLY, LLC D/B/A SIMPLY FAIR, 2357 W. MONROE

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid ☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs ☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE <u>Todd Oliver</u>	Date: <u>3/31/15</u>
CITY PURCHASING AGENT:	Date:

COMMENTS

This ordinance increases the number of Class "C1" liquor licenses by one for Simply, LLC, d/b/a Simply Fair located at 2357 W. Monroe Street. The Class C1 license entitles the licensee to sell beer and wine only, in the original package only, for consumption off of the premises, but shall not authorize consumption on the premises. Said license shall entitle the licensee to sell beer and wine from 7:00 a.m. until 10:00 p.m., Monday through Sunday. PURSUANT TO THE SPRINGFIELD ZONING ORDINANCE, A CPU EXISTS FOR THIS PROPERTY THAT LIMITS TO THE SALE OF 750 ML BOTTLES OF WINE AND THE SALE OF ALCOHOL TO THE HOURS OF OPERATION, MONDAY THRU FRIDAY 10 AM TO 7 PM AND SATURDAY 10 AM TO 5 PM.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9580

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D"
LIQUOR LICENSES BY ONE FOR MOTES OF SPRINGFIELD, INC.
D/B/A THE CEDAR PUB & GRILL LOCATED AT 3186 SOUTH
DIRKSEN PARKWAY**

WHEREAS, Motes of Springfield, Inc. has applied for a Class "D" liquor license for the business known as Cedar Pub & Grill located at 3186 South Dirksen Parkway; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by one.

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

PASSED: _____, 2015

SIGNED: _____, 2015

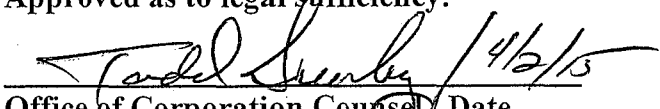
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

REQUESTED BY:
Liquor Control Commission

Approved as to legal sufficiency:


Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 4/8/2015

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR MOTES OF SPRINGFIELD, INC, D/B/A THE CEDAR PUB & GRILL, 3186 SOUTH DIRKSEN PARKWAY, SPRINGFIELD, ILLINOIS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is to increase the number of Class "D" liquor licenses by one for Motes of Springfield, Inc. d/b/a The Cedars Pub & Grill, 3186 South Dirksen Parkway. A Class "D" license entitles the licensee to sell alcoholic liquor, by the drink or pitcher, as part of a restaurant business, for consumption on the premises only and is a 1 a.m. license.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9608

**AN ORDINANCE AUTHORIZING THE PURCHASE OF VACANT OR
ABANDONED PROPERTIES ON THE TAX SALES LIST FROM
SANGAMON COUNTY, AS TRUSTEE, IN AN AMOUNT NOT TO EXCEED
\$32,589.00 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, Sangamon County, as Trustee, wishes to dispose of real property through the Tax Liquidation Program; and

WHEREAS, the City has an opportunity to obtain properties from Sangamon County, as Trustee, from the tax sales list; and

WHEREAS, the City has already demolished many of the structures on these properties and had planned on foreclosing on its demo liens for these properties; and

WHEREAS, the City would be protecting its demolition lien which would be voided by a Tax sale judicial deed; and

WHEREAS, the properties are listed on Exhibit A attached hereto; and

WHEREAS, the City Purchasing Agent has determined, in writing, that this project 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 Sole Source Procurement; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends the purchase of vacant or abandoned properties in the amount of \$32,589.00 on the Tax Sales Properties list from Sangamon County Trustee; and

WHEREAS, the Contracts for Purchase shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of Contracts for the Purchase of Real Estate listed on the Tax Sale Properties list from Sangamon County, as Trustee, in an amount not to exceed \$32,589.00 and as shown on attached Exhibit A.

Section 2: That the Mayor and City Clerk are hereby authorized to execute this ordinance and any documents on behalf of the City of Springfield which may be necessary to complete the purchase of these properties approved by this ordinance.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$32,589.00 to Sangamon County Trustee Payment Account (OSAN 6702) from account number 001-110-WORK-ZONE-2301 in accordance with the Contracts to Purchase Real Estate located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

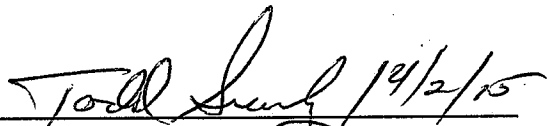
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston



Office of Corporation Counsel /Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Jay Wavering

DATE: March 26, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Sangamon County Treasurer to purchase vacant or abandon properties in an amount not to exceed \$32,589.00 for the City of Springfield.

Based on the information provided Sangamon County Treasurer is 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

1909 N.	10th	14-22.0-252-018	
2504	Griffiths	14-23.0-255-050	
1022	Indiana	14-26.0-130-009	
1020	Indiana	14-26.0-130-010	
1018	Indiana	14-26.0-130-011	
1612 E.	Miller	14-26.0-305-004	
1630 E.	Miller	14-26.0-305-008	
1516 E.	Carpenter	14-26.0-307-005	
929 N.	08th	14-27.0-178-027	
1217	Enterprise	14-27.0-233-029	
800 N.	11th	14-27.0-258-014	
726 N.	11th	14-27.0-262-001	
1219	Phillips	14-27.0-276-023	
1012 N.	14th	14-27.0-277-008	
721 N.	12th	14-27.0-404-022	
328 W.	North Grand	14-28.0-226-004	
921 S.	15th	14-34.0-436-014	
1012 S.	13th	14-34.0-439-005	
1109 S.	12th	14-34.0-453-019	
1121 S.	14th	14-34.0-477-015	
1226 S.	12th	14-34.0-480-012	
2027 E.	Capitol	14-35.0-131-025	
231	White City	14-35.0-232-024	
1011 S.	16th	14-35.0-313-006	
1101 S.	16th	14-35.0-351-001	
1209 S.	16th	14-35.0-355-003	
1028 S.	Livingston	14-35.0-478-001	
2323 E.	Spruce	22-02.0-131-033	
1828	Pope	22-02.0-182-004	
1821 E.	Glenn	22-02.0-305-029	22-02.0-305-030
1801	Melrose	22-02.0-351-025	
1701 S.	08th	22-03.0-112-012	
1112 E.	South	22-03.0-183-002	
1133 E.	Pine	22-03.0-201-009	

1529	Loveland	22-03.0-207-008
1609	Loveland	22-03.0-212-003
1820 S.	13th	22-03.0-252-015
1216 E.	South	22-03.0-254-009
1221 E.	Ash	22-03.0-255-024
2005 S.	15th	22-03.0-257-033
1835	Renfro	22-03.0-276-024
2125 S.	12th	22-03.0-403-001
2159 S.	13th	22-03.0-404-024
1400/1402 E.	Ash	22-03.0-406-001
2209 S.	14th	22-03.0-409-016
2125	Renfro	22-03.0-426-031
2152 S.	16th	22-03.0-428-015
2512 S.	14th	22-10.0-204-003
509 S.	13th	14-34.0-280-019
1816 S.	8th	22-03.0-176-008

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

AGENDA NO: _____

DATE OF 1ST READING: 4/08/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 789-2208

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

TYPE OF ORDINANCE: Sole Source

FISCAL IMPACT: \$32,589.00

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

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF VACANT OR ABANDON PROPERTIES IN AN AMOUNT NOT TO EXCEED \$32,589.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: SANGAMON COUNTY TREASURER VENDOR NO: 0SAN6702

CONTRACT TERM: completion Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$ _____ \$ _____

(Original amount if change order)

Change Order # _____ Additional Amount _____

Previous Ord #'s _____

Method of Purchase (check one)

☐ Low Bid

☐ Low Evaluated Bid

☐ Low Bid Meeting Specs

☒ Other: Tax Sale Properties

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	ZONE	2301	\$32,589.00
2						
3						
4						

FUNDS CHECK BY:	Date:
<i>[Signature]</i>	3/26/15
DIRECTOR/SUPERVISOR SIGNATURE	Date:
<i>[Signature]</i>	3/26/15
CITY PURCHASING AGENT:	Date:
<i>[Signature]</i>	3/26/15

COMMENTS:

This ordinance will authorize the purchase of 51 vacant or abandon properties at a cost of \$639.00 per parcel from the Sangamon County Treasurer.

SIGN OFF: _____
(Mayor's Signature)

_____ 9585
(Director of OBM)

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP
OF THE WABASH COMMERCIAL PARK SUBDIVISION FOR THE
OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the location and sketch map of Wabash Commercial Park Subdivision; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission recommend that the location and sketch map be approved by the City Council.

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

Section 1: That the location and sketch map of Wabash Commercial Park Subdivision; is hereby accepted and approved by the City Council.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest approval of said map for and in the name of the City.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Office of Corporation Counsel/Date

Requested by: Mayor J. Michael Houston

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: April 8, 2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Location & Sketch Map

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
WABASH COMMERCIAL PARK 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)

Previous Ord #'s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

An ordinance approving the location and sketch map of Wabash Commercial Park Subdivision for the Office of Public Works. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located at the intersection of Wabash Avenue and Hamlin Parkway, on the south side of Wabash Avenue.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO LOT ARRANGEMENT AT SLUMBERLAND – RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING – PLAT 2, LOCATED EAST OF FURNITURE ROW ON THE SOUTH SIDE OF CHUCKWAGON DRIVE, 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 Slumberland – Resubdivision of Lot 26 of Prairie Crossing – Plat 2 have requested a variance of Section 153.158(b)(2) of the 1988 City of Springfield Code of Ordinances, as amended (“Land Subdivision Ordinance”), to allow an access solely through an access easement; 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 the Regional Planning Commission, and finds that the requirements for a variance are not met.

Section 2: That the application for a variance of Section 153.158(b)(2) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved to allow an access solely through an access easement.
- () Denied.

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

PASSED: _____, 2015

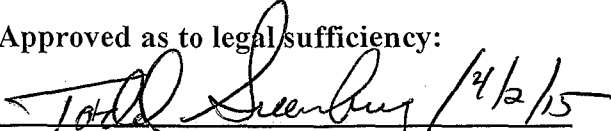
SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:


Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Houston

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: April 8, 2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heaviesides

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Variance **FISCAL IMPACT:** \$ NA

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE VARIANCE REQUEST OF SECTION 153.158(b)(2) PERTAINING TO LOT ARRANGEMENT FOR SLUMBERLAND - RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING - PLAT 2 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 ☐ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____ **Date:** _____

DIRECTOR / SUPERVISOR SIGNATURE *Walter McLeary* **Date:** 3/25/15

CITY PURCHASING AGENT: _____ **Date:** _____

COMMENTS

An ordinance approving/denying the variance request for Section 153.158(b)(2) to allow one access solely through an access easement. The land subdivision committee and regional planning commission recommend approval of the variance request. The subdivision is located east of Furniture Row on the south side of Chuckwagon Drive.

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

Walter McLeary **(Director of OBM)** 9587

**AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN OF
SLUMBERLAND – RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING –
PLAT 2, LOCATED EAST OF FURNITURE ROW ON THE SOUTH SIDE OF
CHUCKWAGON DRIVE, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the revised preliminary plan of Slumberland – Resubdivision of Lot 26 of Prairie Crossing – Plat 2; and

WHEREAS, all requirements of the 1988 Springfield City Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee recommends that the preliminary plan be approved by the City Council and the Springfield/Sangamon County Regional Planning Commission recommends that the preliminary plan be approved by the City Council.

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

Section 1: That the revised preliminary plan of Slumberland – Resubdivision of Lot 26 of Prairie Crossing – Plat 2 is hereby:

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

- () Approved
() Denied

by the City Council of the City of Springfield, Illinois.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest:

- () Approval
() Denial

of said Plan for and in the name of the City.

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

PASSED: _____, 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 Shumby, 4/2/15
Office of Corporation Counsel / Date

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

April 8, 2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Preliminary Plan

FISCAL IMPACT: \$ NA

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN
FOR SLUMBERLAND - RESUBDIVISION OF LOT 26 OF PRAIRIE CROSSING - PLAT 2
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)

Previous Ord #'s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Nathan Bottom

3/25/15

CITY PURCHASING AGENT:

Date:

COMMENTS

An ordinance approving/denying the preliminary plan of Slumberland - Resubdivision of Lot 26 of Prairie Crossing - Plat 2 for the Office of Public Works. The Land Subdivision Committee recommended and the Regional Planning Commission recommended approval of the preliminary plan. The subdivision is located east of Furniture Row on the south side of Chuckwagon Drive.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$9,429.00 FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Office of Public Works filed a property damage claim and received \$9,429.00 for fire damaged 2012 Ford F150 parking vehicle P 063; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation of \$9,429.00 to use toward the replacement of parking vehicle P 063.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$9,429.00 for the Office of Public Works to use toward replacement of parking vehicle P 063.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$9,429.00 from account number 036-110-PARK-BOND-3460 into expenditure account 036-110-PARK-ADMN-1503.

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

Section 4: That this ordinance shall become effective from and after its passage, publication 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 Sweeney 4/2/15

Office of Corporation Counsel Date

Public Works

RECEIPT TRANSMITTAL PUBLIC WORKS/MVP FUND

Please deposit the attached cash and/or checks into the accounts incicated:

REASURER ACCOUNT CODE	LGFS ACCOUNT CODE	DESCRIPTION	AMOUNT
MRPR	3460	MISCELLANEOUS INCOME - <i>Burnt up Truck Replacement</i>	\$ <u>9,429⁰⁰</u>
RMC	4140	PARKING METER COLLECT	\$ _____
RCKD	4142	CASHKEY DEPOSIT	\$ _____
FMCK	4144	CASHKEY REVENUE	\$ _____
RL4W	4180	4TH & WASHINGTON PARKING REV	\$ _____
RLLL	4190	UNDERGROUND PARK. LINC. LIBRARY	\$ _____
PAHF	0250	PARK ADMIN HIREBACK FEES 036-110-PARK-ADMN-0250	\$ _____
RL9C	4130	8TH AND CAPITOL PARKING RAMP	\$ _____

AUTHORIZED BY: *[Signature]*

DATE: *11-24-13*

TOTAL: \$

9,429⁰⁰

VOID IF NOT CASHED WITHIN 90 DAYS

CITY OF SPRINGFIELD, ILLINOIS



Date

11-08-2013

Check No.

308532

THE ILLINOIS FUNDS - MONEY MARKET FUND
PAYABLE THROUGH U.S. BANK

PAY THIS AMOUNT

Nine Thousand Four Hundred Twenty Nine And 00/100 Dollars

AMOUNT OF CHECK

\$*****9,429.00

PAY
TO THE
ORDER
OFCITY OF SPRINGFIELD
OFFICE OF PUBLIC WORKS

Springfield IL 62701

⑈ 308532 ⑈ ⑆081225707⑆ 7139164100⑈

VOUCHER NO.	VENDOR INVOICE	DATE	DESCRIPTION	CHECK AMOUNT
00000017860	AP20130912141	11/04/2013	PW truck caught on fire total loss and t	9,429.00

This is the check
for PW PO63.
Book value + tow
bill less the
deductible.

P.W.

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 4/8/15OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental AppropriationFISCAL IMPACT: \$9,429.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$9,429.00 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: _____

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: supplemental appropriationIs 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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1	036	110	PARK	BOND	3460	\$9,429.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	036	110	PARK	ADMN	1503	\$9,429.00
2						
3						
4						

FUNDS CHECK BY: Patintorn

Date:

13/19/15

DIRECTOR / SUPERVISOR SIGNATURE

Date:

3-19-15CITY PURCHASING AGENT: 7

Date:

COMMENTS

An ordinance authorizing a supplemental appropriation of the amount received as the property damage replacement for the Parking vehicle P 063 a 2012 Ford F150 which caught fire and was deemed unsalvagable. This amount will be added to the already appropriated \$17,000 for the purchase of a 2015 Ford F-150.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDMENT TO
AN ANNEXATION AGREEMENT PREVIOUSLY AUTHORIZED BY
ORDINANCE 663-09-05 BETWEEN THE CITY OF SPRINGFIELD,
ILLINOIS, AND ABUNDANT FAITH MINISTRY, INC. FOR THE
PROPERTY LOCATED AT 2525 SOUTH TAYLOR AVENUE**

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

WHEREAS, the City Council previously passed ordinance 663-09-05 authorizing an annexation agreement with Abundant Faith Ministry, Inc., an Illinois religious corporation, for property located at 2525 South Taylor Avenue; and

WHEREAS, the Parties wish to amend a portion of the agreement with respect to Section 3, Roadway Construction in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 605 ILCS 5/5-912, *et. seq.*; and

WHEREAS, the Parties agree that Section 1 of the amendment to the agreement attached hereto as Exhibit A shall replace Section 3 of the agreement previously approved by ordinance 663-09-05 providing the City agrees to reduce the Owner(s) original responsibility of \$225,000 to construct Stanford Avenue along the property by \$80,000 in exchange for a letter to confirm that a noise wall does not need to be constructed on the north side of Stanford Avenue and that the Owners agree to pay \$145,000 for the construction of Stanford Avenue in monthly installments of \$1,726.19 over a seven year period; and

WHEREAS, all other terms and conditions of ordinance 663-09-05 and the agreement attached thereto not in conflict with this ordinance and amendment to the agreement shall remain in full force and effect; and

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

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

Section 1: That the City Council hereby approves and authorizes execution of an amendment to the annexation agreement previously authorized by ordinance 663-09-05 between the City of Springfield and Abundant Faith Ministry, an Illinois religious corporation, to replace Section 3 of the agreement authorized per ordinance 663-09-05 with Section 1 of the amendment attached hereto as Exhibit A.

Section 2: The Mayor and City Clerk are hereby authorized to execute the annexation agreement amendment, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 3: That all other terms and conditions of the ordinance and agreement authorized by ordinance 663-09-05 not in conflict with this ordinance shall remain in full force and effect.

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

PASSED: _____, 2015

SIGNED: _____, 2015

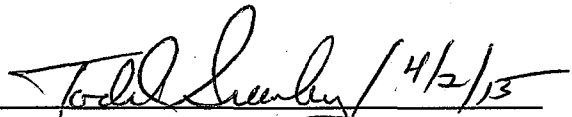
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston



Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-21
DATE OF 1ST READING: 4/8/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: IDOT agreement FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT WITH ABUNDANT FAITH MINISTRY, INC. FOR THE PROPERTY LOCATED AT 2525 S. TAYLOR AVENUE FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one) Previous Ord #s 663-09-05

☐ Low Bid ☒ Other: annexation agreement Is Purchasing Agent approval required? No ☐ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☐
☐ Low Evaluated Bid Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: [Signature] Date: 03/31/15
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 3/30/15
CITY PURCHASING AGENT: [Signature] Date: 3/31/15

COMMENTS

Ordinance #663-09-05 authorized execution of an annexation agreement and required Abundant Faith to pay \$225,000 for Stanford Avenue roadway construction. The City agrees to reduce the amount required \$80,000 to a total amount of \$145,000 with a seven year payment plan for Stanford Avenue improvements and Abundant Faith agrees to not require a noise wall along the Stanford Avenue extension. The noise wall cost is estimated at \$80,000.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9590

Return To:

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

ANNEXATION AGREEMENT AMENDMENT

THIS AMENDMENT, is made by and between **ABUNDANT FAITH MINISTRY, INC.** (hereinafter the "Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this 26th day of March, 2015.

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

WHEREAS, pursuant to Section 5-912 of the Illinois Highway Code, the City has the power to enter into an agreement; and

WHEREAS, the Parties to this Amendment previously entered into a binding agreement, with respect to annexation (Ordinance 663-09-05) attached hereto as Exhibit A; and

WHEREAS, the Parties wish to amend a portion of the agreement, with respect to Section 3 Roadway Construction in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 605 ILCS 5/5-912, et seq.

WHEREAS, the Parties agree Section 1. Roadway Construction in this Amendment shall replace Section 3. Roadway Construction of the Annexation Agreement approved by Ordinance 663-09-05.

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

Section 1. Roadway Construction

The City agrees to reduce the Owner(s) original responsibility of \$225,000 to construct Stanford Avenue along Owner(s) property by \$80,000. In exchange for the cost reduction, Owner(s) agree and will sign a letter stating that a noise wall does not need constructed on the north side of Stanford Avenue for the residence located on Owner(s) property. The Owner(s) covenant and agree to pay \$145,000, for the construction of Stanford Avenue along their property. The amount shall be paid in monthly installments (\$1726.19) over a seven (7) year period. These payments shall be due the first of the month, a monthly late fee shall be assessed of 1.5 percent if not paid by the fifteenth of that month. The Owner(s) shall begin the aforementioned monthly payments to the City of Springfield, Illinois the succeeding month after City Council approval.

Section 2. Notices

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

To the City at:

City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West
300 S. 7th Street
Springfield, IL 62701

With a copy to:

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

To Owner(s):

Abundant Faith Ministry, Inc.
Attn: Pastor Jerry Doss
2525 S. Taylor Avenue
Springfield, IL 62703

Section 3. Time

Time shall be of the essence in this Amendment.

Section 4. Power to Execute

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

Section 5. Recording

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

Section 6. Binding Effect

This Amendment shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns.

Section 7. Waiver

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

Section 8. Continuity of Obligations

Notwithstanding any provision of this Amendment to the contrary, the Owner(s) or their successor and assigns shall at all times during the term of this Amendment remain liable to City for the faithful performance of all obligations imposed on the Owner(s) or their successor and assigns by this Amendment until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner(s) or their successor and assigns from any or all of such obligations.

Section 9. Remedies

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

Section 10. Indemnification

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

Section 11. Amendment

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

Section 12. Severability

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

Section 13. Force Majeure

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

Section 14. Code of Ordinances

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

Section 15. Governing Law

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

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

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: _____
J. MICHAEL HOUSTON, MAYOR



Attest: _____
CECILIA K. TUMULTY, CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

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

Given under my hand and Notarial Seal this _____ day of _____, 2015.

Notary Public

ABUNDANT FAITH MINISTRY, INC.

By: [Signature]
JERRY W. DOSS, CEO & SENIOR PASTOR

Attest: [Signature]
MEMBER OF THE BOARD

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

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

Given under my hand and Notarial Seal this 26th day of March, 2015.

[Signature]
Notary Public

S:\AGREEMENTS\ANNEXATIONS\Standard.doc



663 09 05

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND
ABUNDANT FAITH MINISTRY, INC. FOR THE PROPERTY LOCATED AT 2525
SOUTH TAYLOR AVENUE**

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

WHEREAS, Abundant Faith Ministry, Inc., an Illinois religious corporation, has filed a petition that the City annex certain property legally described as follows:

Parcel A

Part of the Northeast Quarter of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Beginning at a stone marking the Southwest corner of the Northwest Quarter of the Northeast Quarter of the aforementioned Section 11; thence South 87 degrees 31 minutes 07 seconds West along the Quarter, Quarter Section Line a distance of 553.21 feet to a point on the southeasterly Right-of-Way line of the former I.T. Railroad, said point also marking the beginning of a 1950.08 foot radius curve to the left; thence northeasterly along said curve having a long chord with a course of North 29 degrees 10 minutes 32 seconds East and a distance of 451.21 feet to a point; thence North 22 degrees 31 minutes 56 seconds East along said Right-of-Way line a distance of 826.84 feet to an iron pipe on the Quarter Section Line; thence South 00 degrees 48 minutes 10 seconds East along the Quarter Section Line and Railroad Right-of-Way line a distance of 50.49 feet to an iron pipe; thence North 22 degrees 31 minutes 56 seconds East along said Right-of-Way line a distance of 257.19 feet to an iron pin on the Section Line; thence North 87 degrees 17 minutes 54 seconds East along the Section Line a distance of 668.41 feet to an iron pipe on the West Right-of-Way line of Taylor Avenue; thence South 23 degrees 27 minutes 33 seconds East along said West Right-of-Way line a distance of 142.72 feet to an iron pipe; thence South 08 degrees 51 minutes 02 seconds East along said West Right-of-Way line a distance of 115.97 feet to an iron pipe; thence South 00 degrees 43 minutes 49 seconds East along said West Right-of-Way line a distance of 776.78 feet to an iron pipe on the North line of Lot 3 of E.A. Wilson's Subdivision; thence continuing South 16 degrees 42 minutes 54 seconds East along said West Right-of-Way line a distance of 12.38 feet to an iron pipe; thence South 87 degrees 34 minutes 30 seconds West parallel to and 12 feet South of the North line of the aforementioned Lot 3 a distance of 620.79 feet to an iron pipe; thence South 00 degrees 47 minutes 57 seconds East a distance of 281.91 feet to an iron pipe on the Quarter, Quarter Section Line; thence South 87 degrees 24 minutes 27 seconds West along the Quarter, Quarter Section Line a distance of 223.08 feet to the Point of Beginning. Said tract contains 27.617 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of Bearing is South 87 degrees 31 minutes 07 seconds West along the Quarter, Quarter Section Line.

000796



2005R39946

09/28/2005 03:28PM

SANGAMON COUNTY
ILLINOIS

Return To:

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

REC FEE: 26.00
REC REST FEE: 4.00
GIS FEE: 9.00
GIS REST FEE: 1.00
RHSP FEE:
ST STAMP FEE:
CD STAMP FEE:
UCC FEE:
TOTAL: \$40.00
PAGES: 15
CHRISTINE

ANNEXATION AGREEMENT

MARY ANN LAMM
SANGAMON COUNTY RECORDER

THIS AGREEMENT, is made by and between **ABUNDANT FAITH MINISTRY, INC.**, an Illinois Religious Corporation ("Owner") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this 26th day of August, 2005.

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

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

WHEREAS, Abundant Faith Ministry, Inc. is the owner of record of a tract of Land consisting of approximately thirty (30.036) acres (an irregular shaped parcel) located at 2525 South Taylor Avenue, Springfield, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel Nos.: 22-11-200-025, 22-02-452-007, 22-02.4-452-007, 22-11-127-001, 22-11-127-002, 22-11-200-001, 22-11-200-002, commonly known as 2525 Taylor Avenue, being more particularly described in the plat of annexation attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

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

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

WHEREAS, the Owner has submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on Sept 20, 2005, as required by law.

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

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

Section 1. Zoning

Upon annexation to the City, the Land will automatically be classified under the City Zoning Ordinance as PUD (Planned Unit Development) pursuant to Zoning Docket Number 2004-076.

000783

663 09 05

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

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

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

1. Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
2. Terms of this Agreement;
3. General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication;
4. Such other exceptions acceptable to the City.

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

1. The usual and customary standard exceptions contained therein;
2. Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
3. Subparagraphs 1 and 2 of paragraph C above;
4. Such other exceptions as are acceptable to the City.

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

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

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

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

000785

With a copy to:

Jenifer L. Johnson
Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Facsimile: (217) 789-2397

Section 12. Time

Time shall be of the essence in this Agreement.

Section 13. Power to Execute

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

Section 14. Recording

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

Section 15. Binding Effect

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

Section 16. Waiver

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

Section 17. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Land by the Owner, the Owner or his successor and assigns shall at all times during the term of this Agreement remain liable to city for the faithful performance of all obligations imposed on the Owner or its successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner or its successor and assigns from any or all of such obligations.

Section 18. Remedies

Upon a breach of this Agreement, any Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for

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

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

ABUNDANT FAITH MINISTRY, INC.
an Illinois religious corporation

By: Timothy J. Davlin
Timothy J. Davlin, Mayor

BY: Jerry W. Doss
Jerry W. Doss, CEO & Senior Pastor

ATTEST: Cecilia K. Tumulty
Cecilia K. Tumulty, City Clerk

ATTEST: Lellie P. Jasper
Member of the Board

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Timothy J. Davlin, personally known to me to be the Mayor of the City of Springfield, and Cecilia K. Tumulty, personally known to me to be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23 day of Sept, 2005.

OFFICIAL SEAL
JANET L. COOPER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-21-2009

Janet L. Cooper
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

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

Given under my hand and Notarial Seal this 26 day of August, 2005.

Janet L. Cooper
Notary Public

PLAT OF ANNEXATION **TO THE CITY OF SPRINGFIELD** **LEGAL DESCRIPTION**

TAX I.D. NO.: 22-11-200-001, 002,
025 AND 22-02-452-007
TOWNSHIP: WOODSIDE

PARCEL A

PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A STONE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE AFOREMENTIONED SECTION 11, THENCE SOUTH 87 DEGREES 31 MINUTES 07 SECONDS WEST ALONG THE QUARTER, QUARTER SECTION LINE A DISTANCE OF 553.21 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER I.T. RAILROAD, SAID POINT ALSO MARKING THE BEGINNING OF A 1950.08 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A LONG CHORD WITH A COURSE OF NORTH 29 DEGREES 10 MINUTES 32 SECONDS EAST AND A DISTANCE OF 451.21 FEET TO A POINT, THENCE NORTH 22 DEGREES 31 MINUTES 56 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 826.84 FEET TO AN IRON PIPE ON THE QUARTER SECTION LINE, THENCE SOUTH 00 DEGREES 48 MINUTES 10 SECONDS EAST ALONG THE QUARTER SECTION LINE AND RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 50.49 FEET TO AN IRON PIPE, THENCE NORTH 22 DEGREES 31 MINUTES 56 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 257.19 FEET TO AN IRON PIPE ON THE SECTION LINE, THENCE NORTH 87 DEGREES 17 MINUTES 54 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 668.41 FEET TO AN IRON PIPE ON THE WEST RIGHT OF WAY LINE OF TAYLOR AVENUE, THENCE SOUTH 23 DEGREES 27 MINUTES 33 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 142.72 FEET TO AN IRON PIPE, THENCE SOUTH 08 DEGREES 51 MINUTES 02 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.97 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 43 MINUTES 49 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 776.78 FEET TO AN IRON PIPE ON THE NORTH LINE OF LOT 3 OF E.A. WILSON'S SUBDIVISION, THENCE CONTINUING SOUTH 16 DEGREES 42 MINUTES 54 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 12.38 FEET TO AN IRON PIPE, THENCE SOUTH 87 DEGREES 34 MINUTES 30 SECONDS WEST PARALLEL TO AND 12 FEET SOUTH OF THE NORTH LINE OF THE AFOREMENTIONED LOT 3 A DISTANCE OF 620.79 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS EAST A DISTANCE OF 281.91 FEET TO AN IRON PIPE ON THE QUARTER, QUARTER SECTION LINE, THENCE SOUTH 87 DEGREES 24 MINUTES 27 SECONDS WEST ALONG THE QUARTER, QUARTER SECTION LINE A DISTANCE OF 223.06 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 27.617 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.
BASIS OF BEARING IS SOUTH 87 DEGREES 31 MINUTES 07 SECONDS WEST ALONG THE QUARTER, QUARTER SECTION LINE.

PARCEL B

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:
COMMENCING AT A STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE AFOREMENTIONED SECTION 2, THENCE SOUTH 87 DEGREES 17 MINUTES 54 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 530.02 FEET TO AN IRON PIPE MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 87 DEGREES 17 MINUTES 54 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 668.41 FEET TO AN IRON PIPE ON THE EASTERLY RIGHT OF WAY LINE OF THE FORMER I.T. RAILROAD, THENCE NORTH 22 DEGREES 37 MINUTES 53 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 202.83 FEET MEASURED, (194.90 FEET DEED) TO AN IRON PIN, THENCE NORTH 88 DEGREES 23 MINUTES 50 SECONDS EAST A DISTANCE OF 513.21 FEET TO AN IRON PIPE ON THE WESTERLY RIGHT OF WAY LINE OF TAYLOR AVENUE, THENCE SOUTH 13 DEGREES 10 MINUTES 23 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 8.95 FEET TO AN IRON PIPE, THENCE SOUTH 29 DEGREES 37 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 73.68 FEET TO AN IRON PIPE, THENCE SOUTH 23 DEGREES 27 MINUTES 33 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 106.06 FEET TO THE TRUE POINT OF BEGINNING. SAID TRACT CONTAINS 2.419 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.
BASIS OF BEARING IS SOUTH 87 DEGREES 17 MINUTES 54 SECONDS WEST ALONG THE SECTION LINE.

SHEET 2 OF 2 SHEETS

REVISIONS	DATE	BY	 GREENE & BRADFORD, INC. OF SPRINGFIELD CONSULTING ENGINEERS 3501 CONSTITUTION DRIVE SPRINGFIELD, ILLINOIS 62707 (217) 793-8844, (217) 793-8227 FAX PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098	DATE 03-01-04
				DRAWN DEFRATES
				PROJ. NO. 04-057
				FIELD BOOK -
				COMPUTER FILE NO. onx.dwg

ABUNDANT FAITH MINISTRY, INC.

By: _____

Jerry W. Doss, CEO & Senior Pastor

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Jerry W. Doss, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this _____ day of _____, _____.

Notary Public

Prepared by:
Tracy Johansson
Assistant Corporation Counsel
City of Springfield, Illinois
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701-1689

EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45, REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(e).

Date: _____

Buyer Representative

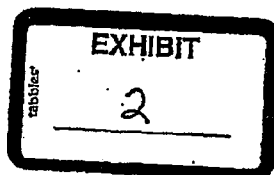
SADBED\WARRANTY\Abundant Faith - Stanford Ave ROW.doc

Legal Description
Right-of-Way for Proposed Stanford Avenue

Part of the Northeast Quarter of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian, described more particularly as follows:

Beginning at a stone marking the Southeast corner of the Northeast Quarter of the Northwest Quarter of the aforementioned Section 11; thence South 87 degrees 31 minutes 07 seconds West along the Quarter Quarter Section line a distance of 553.21 feet to an iron pipe on the Easterly Right-of-Way line of the former I.T. Railroad, said pipe marks the beginning of a 1950.08 foot radius, non-tangent curve to the left; thence northeasterly 99.97 feet along said Right-of-Way line with said curve having a long chord that bears North 34 degrees 21 minutes 00 seconds East for a distance of 99.96 feet to an iron pipe; thence North 87 degrees 31 minutes 07 seconds East a distance of 495.63 feet to a point on the Quarter Section Line; thence North 87 degrees 24 minutes 27 seconds East a distance of 223.08 feet to an iron pipe; thence South 00 degrees 47 minutes 57 seconds East a distance of 80.04 feet to an iron pipe on the Quarter, Quarter Section Line; thence South 87 degrees 24 minutes 27 seconds West along the Quarter, Quarter Section Line a distance of 223.08 feet to the Point of Beginning. Said parcel contains 1.372 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of Bearing is South 87 degrees 31 minutes 07 seconds West along the Quarter, Quarter Section Line.



AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND PAYMENT IN THE AMOUNT OF \$46,720.00 TO, THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS ON WABASH AVENUE AT THE INTERSECTIONS OF ROBBINS ROAD AND WEST WHITE OAKS DRIVE (MFT SECTION # 15-STATE-01-TL) 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 and the City of Springfield, in the interest of safety and efficient movement of vehicular traffic, are desirous of the modernization of traffic signals on Wabash Avenue at the intersections of Robbins Road and West White Oaks Drive, MFT Section # 15-STATE-01-TL; and

WHEREAS, the costs of the proposed work will be divided between the parties as set forth in the agreement and the estimated cost to the City will be \$46,720.00; and

WHEREAS, the agreement sets forth jurisdictional responsibilities following the completion of the project and the City's participation in the project; 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 approves execution of an Agreement with and payment of \$46,720.00 to the State of Illinois Department of Transportation for traffic signal improvements on Wabash Avenue at the intersections of Robbins Road and West White Oaks Drive, MFT Section # 15-STATE-01-TL. The Mayor is hereby authorized to execute and the City Clerk to attest said agreement on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to pay the State of Illinois Department of Transportation (OSTA4950) an amount not to exceed \$46,720.00 from account number 041-110-GAST-STRS-2307.

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:

Requested by: Mayor J. Michael Houston

Todd L. Luehring 4/2/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-22
DATE OF 1ST READING: 4/8/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: State of Illinois Agreement FISCAL IMPACT: \$ 46,720.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS AND TO AUTHORIZE PAYMENT OF AN AMOUNT OF \$46,720 TO THE STATE OF ILLINOIS FOR TRAFFIC SIGNAL IMPROVEMENTS AT THE WABASH AVENUE INTERSECTIONS WITH ROBBINS ROAD AND WEST WHITE OAKS DRIVE (MFT SECTION # 15-STATE-01-TL) FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME State of Illinois VENDOR NO: OSTA 4950

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: IDOT agreement Is Purchasing Agent approval required? No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☒ Yes ☐
☐ Low Evaluated Bid Code Provision:

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307 \$ 46,720.00
2					
3					
4					

FUNDS CHECK BY: *[Signature]* Date: 03/31/15
DIRECTOR / SUPERVISOR SIGNATURE *[Signature]* Date: 3/30/15
CITY PURCHASING AGENT: *[Signature]* Date: 3-31-15

COMMENTS

This ordinance is for an agreement with the State of Illinois for traffic signal improvements at the Wabash Avenue intersections with Robbins Road and West White Oaks Drive. The City of Springfield has cost sharing responsibilities for both signals. The City's responsibility shall not exceed \$46,720 for the share of improvements.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$46,720.00 MAY BE USED FOR TRAFFIC SIGNAL IMPROVEMENTS ON WABASH AVENUE AT THE INTERSECTIONS OF ROBBINS ROAD AND WEST WHITE OAKS DRIVE, MFT SECTION # 15-STATE-01-TL, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$46,720.00 for traffic signal improvements on Wabash Avenue at the intersections of Robbins Road and West White Oaks Drive, MFT Section #15-STATE-01-TL; and

WHEREAS, the City is required to notify the State regarding the expenditure of Motor Fuel Tax funds.

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

Section 1: That improvements will be made to traffic signals on Wabash Avenue at the intersections of Robbins Road and West White Oaks Drive within the City under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section 15-STATE-01-TL.

Section 3: That the City anticipates using \$46,720.00 for the improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work shall be done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: 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:

Requested by: Mayor J. Michael Houston

Office of Corporation Counsel Date 4/2/15

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-23
DATE OF 1ST READING: 4/8/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: FISCAL IMPACT:

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

SUGGESTED TITLE:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 15-STATE-01-TL FOR TRAFFIC SIGNAL IMPROVEMENTS AT THE WABASH AVENUE INTERSECTIONS WITH ROBBINS ROAD AND WEST WHITE OAKS DRIVE 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: 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	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: *R. Diminution* Date: 03/31/15
DIRECTOR / SUPERVISOR SIGNATURE *Mark Mah* Date: 3/30/15
CITY PURCHASING AGENT: *[Signature]* Date: 3-31-15

COMMENTS

This resolution informs IDOT that the City is using MFT funds (\$46,720) for traffic signal improvements at the Wabash Avenue intersections with Robbins Road and West White Oaks Drive.

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

[Signature]
(Director of OBM)

4592

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW 15-02-108 FOR AN AMOUNT NOT TO EXCEED \$1,412,422.00 WITH P.H. BROUGHTON & SONS, INC., STATE HIGHWAY CONSTRUCTION CORP., INC., BEELMAN LOGISTICS, LLC, VULCAN CONSTRUCTION MATERIALS, LP AND COMPLETE ASPHALT SERVICE CO. FOR 2016 MAINTENANCE MATERIALS

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; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that P.H. Broughton & Sons, Inc., State Highway Construction Corp., Inc., Beelman Logistics, LLC, Vulcan Construction Materials, LP and Complete Asphalt Service Co. ("Contractors") have submitted bids meeting specifications to furnish 2016 maintenance materials for the Office of Public Works; 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. PW 15-02-108.

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

Section 1: That the City Council hereby accepts bids from the following companies to furnish 2016 maintenance materials for the Office of Public Works. The Mayor and City Clerk are authorized to execute contracts on behalf of the City of Springfield as follows:

VENDOR	QUANTITY	PRICE	TOTAL
1. P. H. Broughton & Sons, Inc.			
Bituminous Concrete (Hot Mix)	6,000 tons	@ \$75.95	\$455,700.00
Bituminous Pre-Mix (Cold Mix)	1,000 tons	@ \$89.51	\$89,510.00
High Performance Cold Mix	1,000 tons	@ \$122.83	\$122,830.00
Emulsified Asphalt (HFE 150)	5,000 gals	@ \$8.80	\$44,000.00
Bituminous Materials (Prime Coat)	2,000 gals	@ \$9.70	\$19,400.00
2. State Highway Construction Corp. Inc.			
Bituminous Concrete (Hot Mix)	3,000 tons	@ \$77.00	\$231,000.00
3. Beelman Logistics, LLC			
FA-1, 2, or 3	300 tons	@ \$8.74	\$2,622.00
Aggregate Surface Course, Type B, CA-6	6,000 tons	@ \$12.91	\$77,460.00
4. Vulcan Construction Materials, LP			
Selected Granular Backfill	300 tons	@ \$10.50	\$31,500.00
5. Complete Asphalt Service Co.			
Crackfilling Bituminous Pavement	60,000 lbs.	@ \$1.88	\$112,800.00
Crackfilling with Routing Bituminous Pavement	60,000 lbs.	@ \$1.88	\$112,800.00
Crack & Joint Sealing PCC Pavement	60,000 lbs.	@ \$1.88	\$112,800.00

Section 2: That the Office of Budget and Management is hereby authorized to make payments to the above contractors in an amount not to exceed \$1,412,422.00 from the following accounts upon satisfactory performance of the contracts.

VENDOR	ACCOUNT NUMBERS	AMOUNT
P.H. Broughton & Sons, Inc. (0BRO 2800)	041-110-GAST-STRS-1407 015-110-SEWR-SEWR-1407	\$681,440.00 \$50,000.00
State Highway Construction Corp., Inc.(0STA3948)	041-110-GAST-STRS-1407 015-110-SEWR-SEWR-1407	\$201,000.00 \$30,000.00
Beelman Logistics, LLC (VC3009)	041-110-GAST-STRS-1407	\$80,082.00
Vulcan Construction Materials, Inc. (VU0030502)	041-110-GAST-STRS-1407	\$31,500.00
Complete Asphalt Service Co. (0COM3300)	095-107-GENC-15GO-1204	\$338,400.00

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

PASSED: _____, 2015

SIGNED: _____, 2015

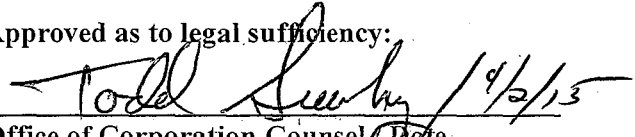
RECORDED: _____, 2015

ATTEST: _____
Cecilia K. Tumulty, City Clerk

Mayor J. Michael Houston

Requested by: Mayor J. Michael Houston

Approved as to legal sufficiency:


Office of Corporation Counsel Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-23
DATE OF 1ST READING: 4-8-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: ord amt: \$1,412,422.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW15-02-108 WITH P.H. BROUGHTON & SONS, INC., STATE HIGHWAY CONSTRUCTION CORP., INC., VULCAN CONSTRUCTION MATERIALS, LP, BEELMAN LOGISTICS, LLC, AND COMPLETE ASPHALT SERVICE CO. FOR THE FY2016 MAINTENANCE MATERIALS FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: P. H. Broughton & Sons, Inc.

VENDOR NO: 0BRO2800

CONTRACT TERM: one year

CONTRACT # PW15-02-108

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$731,440.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407 \$ 681,440.00
2	015	110	SEWR	SEWR	1407 \$ 50,000.00
3					
4					

FUNDS CHECK BY:

Date: 03/31/15

DIRECTOR / SUPERVISOR SIGNATURE

Date: 3/31/15

CITY PURCHASING AGENT:

Date: 3-31-15

COMMENTS

Bituminous Concrete (Hot Mix) 6000 Ton @ \$75.95 = \$455,700.00
Bituminous Pre-Mix (Cold Mix) 1000 Ton @ \$89.51 = \$89,510.00
High Performance Cold Mix 1000 Ton @ \$122.83 = \$122,830.00
Emulsified Asphalt (HFE 150) 5000 Gal @ \$8.80 = \$44,000.00
Bituminous Materials (Prime Coat) 2000 Gal @ \$9.70 = \$19,400.00

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

95932

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-24

DATE OF 1ST READING: 4-8-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: ord amt: \$3,176,057.44

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

SUGGESTED TITLE:

FY2016 Maintenance Materials

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

contract

CONTRACTOR / VENDOR NAME: State Highway Construction Corp., Inc.

VENDOR NO: 0STA3948

CONTRACT TERM: one year

CONTRACT # PW15-02-108

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$231,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407	\$ 201,000.00
2	015	110	SEWR	SEWR	1407	\$ 30,000.00
3						
4						

COMMENTS

Bituminous Concrete (Hot Mix) ^{5,000} 2500 Ton @ \$77.00 = \$192,500 ^{231,000}

per note Bottom

FUNDS CHECK BY: <i>[Signature]</i>	Date: 03/31/15
DIRECTOR / SUPERVISOR SIGNATURE: <i>Mark Mah</i>	Date: 3/30/15
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: 3-31-15

SIGN OFF:

[Signature]
(Mayor's Signature)*[Signature]*
(Director of OBM)

9593 b

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-25

DATE OF 1ST READING: 4-8-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid

FISCAL IMPACT: ord amt: \$1,412,422.00

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

SUGGESTED TITLE:

FY2016 Maintenance Materials

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

contract

CONTRACTOR / VENDOR NAME: Beelman Logistics, LLC

VENDOR NO: VC3009

CONTRACT TERM: one year

CONTRACT #

PW15-02-108

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$80,082.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other:

Is Purchasing Agent approval required?

No ☐Yes ☒☐ Low Bid Meeting Specs☐ Exception:

Is Purchasing Agent approval attached?

No ☐Yes ☒☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407	\$ 80,082.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE:

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

FA-1, 2, or 3 300 Ton @ \$8.74 = \$2,622.00

Aggregate Surface Course, Type B, CA-6 6000 Ton @ \$12.91 = \$77,460

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

0593 e

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-26
DATE OF 1ST READING: 4-8-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: ord amt: \$1,412,422.00

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

SUGGESTED TITLE:

FY2016 Maintenance Materials

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

CONTRACTOR / VENDOR NAME: Vulcan Construction Materials, LP

VENDOR NO: VU0030502

CONTRACT TERM: one year

CONTRACT # PW15-02-108

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$80,082.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407	\$ 31,500.00
2						
3						
4						

FUNDS CHECK BY: [Signature]

Date: 03/31/15

DIRECTOR / SUPERVISOR SIGNATURE: [Signature]

Date: 3/30/15

CITY PURCHASING AGENT: [Signature]

Date: 3-31-15

COMMENTS

Selected Granular Backfill 300 Ton @ \$10.50 = \$31,500.00

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9593 d

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-27
DATE OF 1ST READING: 4-8-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2260 ext 227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: ord amt: \$1,412,422.00

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

SUGGESTED TITLE:

FY2016 Maintenance Materials

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

CONTRACTOR / VENDOR NAME: Complete Asphalt Service Co.

VENDOR NO: 0COM3300

CONTRACT TERM: one year

CONTRACT # PW15-02-108

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$338,400.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	095	107	GENC	1204	\$ 338,400.00
2					
3					
4					

FUNDS CHECK BY:

Date: 03/31/15

DIRECTOR / SUPERVISOR SIGNATURE

Date: 3/30/15

CITY PURCHASING AGENT:

Date: 3-31-15

COMMENTS

Crackfilling Bituminous Pavement 60,000 lbs @ \$1.88 = \$112,800.00
Crackfilling with Routing Bituminous Pavement 60,000 lbs @ \$1.88 = \$112,800.00
Crack & Joint Sealing PCC Pavement 60,000 lbs @ \$1.88 = \$112,800.00

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9593 e

AN ORDINANCE AUTHORIZING EXECUTION OF A TWO-YEAR MASTER AGREEMENT AND ASSOCIATED PRICING SCHEDULES WITH, AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$195,000.00 TO, AT&T CORP. FOR TELEPHONE, CENTREX AND LONG DISTANCE SERVICES FOR THE CITY OF SPRINGFIELD

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

WHEREAS, the City desires to enter into an agreement for telephone, Centrex and long distance services; and

WHEREAS, AT&T Corp. is the only authorized provider for these services; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this is a Sole Source Procurement and 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 Sole Source Procurement; and

WHEREAS, AT&T Corp. is willing and able to provide these services in an amount not to exceed \$195,000.00 for two years; and

WHEREAS, it is necessary to authorize payment in an amount not to exceed \$195,000.00 to, and execute a Master Service Agreement and associated pricing schedules with, AT&T Corp; and

WHEREAS, a copy of the Master Agreement and associated pricing schedules will be on file in the Office of City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a two-year Master Agreement and associated pricing schedules with, and payment in an amount not to exceed \$195,000.00 to, AT&T Corp. for telephone, Centrex and long distance services for the City of Springfield. 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 pay AT&T Corp. (OAME4900) an amount not to exceed \$195,000.00 during the term of the Master Agreement from various accounts determined by the Office of Budget and Management.

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:

Requested by: Mayor J. Michael Houston

Todd Searcy / 4/2/15
Office of Corporation Counsel Date



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

MEMORANDUM

TO: Michael Midiri

FROM: Jay Wavering 

DATE: March 30, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet to AT&T Corporation for a two year agreement for Centrex and Telephone service in an amount not to exceed \$195,000.00 for the Office of Budget & Management.

Based on the information provided AT&T Corporation is 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



AT&T ILEC CENTREX SERVICE
Pricing Schedule

AT&T MA Reference No. 20120120-0097UA

Customer	AT&T
City of Springfield Street Address: 800 E Monroe City: Springfield State/Province: IL Zip Code: 62701 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Contact (for Notices)
Name: Michael Midiri Title: Telecommunications Manager Street Address: 800 E Monroe City: Springfield State/Province: IL Zip Code: 62701 Country: USA Telephone: 1217-789-2302 Fax: Email: Michael.Midiri@cwlp.com Customer Account Number or Master Account Number:	Name: Eric Deen Street Address: 909 Chestnut St City: St Louis State/Province: MO Zip Code: 63101 Country: USA Telephone: 314-919-7013 Fax: Email: ED427Q@ATT.COM Sales/Branch Manager: Brad Lane SCVP Name: Terri Diggs Norman Sales Strata: Gov Ed Sales Region: East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <u>mast@att.com</u>
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T ILEC CENTREX SERVICE
Pricing Schedule

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	Illinois Bell Telephone Company d/b/a AT&T Illinois
Service Publications	AT&T Illinois Guidebook including Part 5, Section 1: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	24 months
Line Commitment*	250 lines
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates

* If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay:
Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 25% of Monthly Recurring Rate x number of months remaining in unexpired Pricing Schedule Term	
* "Monthly Recurring Rate" is the sum of network access monthly price and contracted monthly Centrex Line charges.	

3.1 Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- b) the Pricing Schedule Term for the Replacement Service is equal to or greater than the Pricing Schedule Term for the Terminated ILEC Service;
- c) the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- d) activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

4. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.	

AT&T ILEC CENTREX SERVICE
Pricing Schedule

5. LOCATION OF SERVICE

Service Location(s):

CUSTOMER LOCATION	STATION QUANTITY	SERVING WIRE CENTER
300 S 7th, Springfield	110	SPFDILES
800 E Monroe, Springfield	131	SPFDILES
109 N 7th, Springfield	11	SPFDILES
1500 S Glenwood Av, Springfield	2	SPFDILES
1700 Factory, Springfield	1	SPFDILES
1723 Clay, Springfield	2	SPFDILES
1806 Converse Av, Springfield	2	SPFDILES
2000 Shale, Springfield	16	SPFDILES
2156 S 9th, Springfield	4	SPFDILES
222 N 17th, Springfield	10	SPFDILES
301 N 17th, Springfield	6	SPFDILES
310 E Washington, Springfield	2	SPFDILES
326 S 7th, Springfield	20	SPFDILES
3501 Color Plant Rd, Springfield	7	SPFDILES
430 E North Grand Av, Springfield	2	SPFDILES
510 E Allen, Springfield	5	SPFDILES
700 E Adams, Springfield	2	SPFDILES
825 E Capitol Av, Springfield	17	SPFDILES
987 E Cook, Springfield	1	SPFDILES
2405 Chatham Rd, Springfield	2	SPFDILSW
3880 COCKRELL LN, Springfield	1	SPFDILSW
200 EAST LAKE SHORE DR, Springfield	2	SPFDILSL
4521 S 11TH, Springfield	2	SPFDILSL
1008 E MILLER, Springfield	10	SPFDILES
3100 ADLAI STEVENSON DR, Springfield	13	SPFDILSL
801 W NORTH GRAND AV, Springfield	2	SPFDILES
1805 TORONTO RD, Springfield	2	SPFDILSL
2810 ADLAI STEVENSON DR, Springfield	3	SPFDILSL
2730 OLD ROCHESTER RD, Springfield	2	SPFDILES
2501 W WABASH AVE, Springfield	3	SPFDILSW
1101 SANGAMON AVE, Springfield	2	SPFDILES
1798 E ASH, Springfield	1	SPFDILES
401 N 11TH, Springfield	1	SPFDILES
1441 MONUMENT AVE, Springfield	6	SPFDILES
1450 GROTH, Springfield	2	SPFDILES
1600 GROTH, Springfield	3	SPFDILES
1475 GROTH, Springfield	4	SPFDILES
2005 W MONROE, Springfield	2	SPFDILSW
201 EAST LAKE SHORE DR, Springfield	1	SPFDILSL
2925 S KOKE MILL RD, Springfield	3	SPFDILSW
801 E CAPITOL AVE, Springfield	1	SPFDILES
929 E SOUTH GRAND AV, Springfield	1	SPFDILES
1015 E Madison, Springfield	1	SPFDILES

AT&T ILEC CENTREX SERVICE
Pricing Schedule

6. RATES AND CHARGES

Total Lines Ordered:	421
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	Customer will pay the rates set forth in Section 6.1 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit, or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply.

6.1 Rates

Service	USOC / Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, ea.	Non- recurring Charge, ea (new only)
Centrex	CYA4X / System Charges, 201 - 500 lines, per system / DMS	-	1	\$ 3.50	\$ 0.00
Centrex	NUM / STANDARD FEATURE CENTREX STATION - 100+ Lines / DMS	-	421	\$ 4.66	\$ 0.00
Centrex	SXP++ / STF - access area C / DMS	-	421	\$ 5.00	\$ 0.00
Centrex	N8D / Calling Name Display, per line / DMS	-	19	\$ 0.75	\$ 0.00
Centrex	ZCL1D / Caller ID (intercom) / DMS	-	19	\$ 0.20	\$ 0.00
Centrex	N/A / Line Connection Charge / DMS	Growth	0	\$ 0.00	\$ 0.00
Centrex	JZNRJ / MILEAGE / DMS	-	34	\$ 26.00	\$ 0.00
Centrex	JZNRC / MILEAGE / DMS	-	444	\$ 1.50	\$ 0.00
Centrex	WWGHC / CHANNEL AREA C / DMS	-	34	\$ 70.00	\$ 0.00

7. ADDITIONAL TERMS AND CONDITIONS

7.1 Growth. Centrex stations added during the Pricing Schedule Term shall be coterminous with this Pricing Schedule.

Orders for Service Components in excess of quantities listed in Section 6.1 above ("Adds") permitted only as specified below:			
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges
All Service Components listed in Section 6.1	Site(s) listed in Section 5 plus any other Site(s) in AT&T service areas in Illinois	As provided in Section 6.1	As provided in 6.1 above, plus any additional special construction charges that may be assessed

7.2 The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Applicable Service Publication.

7.3 AT&T agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to Customer exceeds the amount authorized by the Springfield City Council. Customer agrees to provide AT&T with a copy of any city council authorization applicable to this Pricing Schedule within thirty (30) days of the effective date of such authorization.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	(217) 789 – 2191
Program Code:	
Order Type	☐ New Install ☐ Conversion from Month-to-Month ☒ Renewal ☐ Recast

End of Document

AT&T and Customer Confidential Information

ICB 09.22.14

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Ofc Budget & ManagementCONTACT PERSON: William McCartyPHONE NUMBER: 789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sole Source FISCAL IMPACT: \$195,000.00

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

SUGGESTED TITLE:

An Ordinance approving and executing a sole source agreement with AT&T Corporation for Centrex and Telephone Service.

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

CONTRACTOR / VENDOR NAME AT&T CorporationVENDOR NO: 0AME4900CONTRACT TERM: 2 YearsChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$195,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Sole Source

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1		Various	City	Depts.		\$195,000.00
2						
3						
4					Total	

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This is a 2 year Centrex Service Contract with AT&T Corporation. This contract covers City Wide Centrex Services.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE15-02-96 – ANHYDROUS
AMMONIA FOR A FIVE YEAR PERIOD WITH BRANDT CONSOLIDATED, INC.
IN AN AMOUNT NOT TO EXCEED \$9,000,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-96 – Anhydrous Ammonia for a five year period with Brandt Consolidated, Inc. ("Brandt") for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-96 was placed, and

WHEREAS, Brandt submitted the only bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE15-02-96.

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 Brandt under Contract UE15-02-96 – Anhydrous Ammonia, in an amount not to exceed Nine Million Dollars and No Cents (\$9,000,000.00) for the Office of Public Utilities' Administrative Services, Electric and Water Divisions.

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

Section 3. Payment to Brandt for a total amount not to exceed Nine Million Dollars and No Cents (\$9,000,000.00) from Account No. 102-100-CABC-8016-1418 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: John Seely / 4/2/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: _____

DATE OF 1ST READING: _____

04-08-15

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: \$ 9,000,000.00

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Bid Contract UE15-02-96

ACCOUNTING INFORMATION: Account No. 102-100-CABC-8016-1418

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Brandt Consolidated, Inc.

CONTRACT AMOUNT: \$ 9,000,000.00

(Original Amount if Change Order)

CONTRACT TERM: 5 Years

TYPE OF AWARD: Bid Contract: Only Bid

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 recurring ordinance for the purchase of anhydrous ammonia.

This ordinance accepts Contract UE15-02-96 with Brandt Consolidated, Inc. ("Brandt") in an amount not to exceed \$9,000,000.00 for the purchase and delivery of anhydrous ammonia. Anhydrous ammonia is used for nitrous oxide control in the Selective Catalytic Reduction systems at Dallman. The product will be purchased on an as needed basis. No minimum quantity is guaranteed.

Brandt was the only bidder & is a local vendor. The last time this contract was awarded was in 2012 in the amount of \$5,345,190 for 3 years.

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

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

9603

**AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE15-01-81 – MULTI-YEAR TRANSFORMER ALLIANCE WITH ERMCO INC. AND
FLETCHER-REINHARDT COMPANY IN AN AMOUNT NOT TO EXCEED \$3,000,000.00
FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-01-81 – Multi-Year Transformer Alliance with ERMCO Inc. ("ERMCO") and Fletcher-Reinhardt Company ("Fletcher-Reinhardt"), in an amount not to exceed \$3,000,000.00 for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-01-81 was placed, and

WHEREAS, ERMCO submitted the low bid for 1-phase pole mounted transformers and Fletcher-Reinhardt submitted the low bid for 1-phase and 3-phase pad mounted transformers, 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. UE15-01-81.

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 ERMCO for 1-phase pole mounted transformers and Fletcher-Reinhardt for 1-phase and 3-phase pad mounted transformers for Contract UE15-01-81 – Multi-Year Transformer Alliance in an amount not to exceed Three Million Dollars and No Cents (\$3,000,000.00) for the Office of Public Utilities.

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

Section 3. The Payment to ERMCO and Fletcher-Reinhardt for the total maximum amount of Three Million Dollars and No Cents (\$3,000,000.00) from Account No. 102-100-CBAB-3692-2313 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: _____

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency
[Signature] 7/4/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 4/8/15

ORDINANCE REQUEST NUMBER: MLM-301

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$3,000,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE15-01-81

ACCOUNTING INFORMATION: Account No. 102-100-CBAB-3692-2313

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Fletcher-Reinhardt Company and
ERMCO Inc.

CONTRACT AMOUNT: \$ 3,000,000.00
(Original Amount if Change Order)

CONTRACT TERM: 5 years TYPE OF AWARD: Bid Contract: Low Bid

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

STAFF ANALYSIS: (This includes 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, recurring ordinance for the purchase of transformers.

This ordinance accepts Contract UE15-01-81 in an amount not to exceed \$3,000,000.00, with ERMCO Inc. ("ERMCO") and Fletcher-Reinhardt Company ("Fletcher-Reinhardt"), to purchase 1-Phase and 3-Phase transformers. The transformers will be used for commercial & residential developments throughout the city. This ordinance covers anticipated needs through February 28, 2021. The ordinance total represents estimated quantities. The vendors are not guaranteed a minimum amount. Only materials needed during the contract period will be ordered. Award is recommended based upon initial product cost & the results of transformer core loss tests. ERMCO was the low bid on 1-phase pole mounted transformers. Fletcher-Reinhardt was the low bid on 1-phase & 3-phase pad mounted transformers.

There were 6 bidders on this contract. None are local vendors.

Last time, we awarded this contract to ERMCO, along with 2 other vendors, for \$4,779,406.10, for a 5 year term.

SIGN OFF: [Signature] Mayor's Office

[Signature] OBM
(When Applicable)

AN ORDINANCE AMENDING ORDINANCE NUMBER 96-03-14 REGARDING AN AGREEMENT WITH
BUCKMAN LABORATORIES, INC. FOR THE PURCHASE OF OXAMINE® BY APPROVING A
RESTATED AND AMENDED AGREEMENT FOR THE PURCHASE OF OXAMINE® AND BULAB®
FOR A TOTAL AMOUNT NOT TO EXCEED \$720,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 96-03-14 approved a 3-year contract with Buckman Laboratories, Inc. ("Buckman") for the purchase of Oxamine® in an amount not to exceed \$420,000.00, and

WHEREAS, due to EPA requirements on our new NPDES permit, we need to add a dechlorination process on the back end of the Oxamine® chlorination process, and

WHEREAS, Buckman has designed a dechlorination process using Bulab® that works in tandem with our existing Oxamine® system through wireless communication, and

WHEREAS, Buckman will provide both processes for \$30,000.00 per month, for a period of 6 months per year, for 4 years.

WHEREAS, this ordinance amends Ordinance 96-03-14 to approve a Restated & Amended Sales Agreement to reflect the additional dechlorination process, increase the total dollar amount from \$420,000.00 to \$720,000.00, and extend the contract term through October of 2018, and

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

WHEREAS, a copy of the Restated and Amended Sales Agreement shall be on file with the Office of the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby amends Ordinance Number 96-03-14, to approve a Restated & Amended Sales Agreement to reflect the additional dechlorination process, increase the total dollar amount to \$720,000.00, and extend the contract term through October of 2018.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the Restated & Amended Sales Agreement on behalf of the Office of Public Utilities.

Section 3. Payment to Buckman for the total maximum amount of Seven Hundred Twenty Thousand Dollars and No Cents (\$720,000.00) from Account No. 102-100-CAB-7702-1418 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel Date

Requested by the Office of Public Utilities/Mayor Houston

**RESTATED & AMENDED
SALES AGREEMENT**

Buckman Laboratories, Inc., with a place of business at 1256 N. McLean Blvd., Memphis, Tennessee 38108, hereinafter called "Buckman", agrees to sell to Springfield, IL, City, Water, Light and Power, with a place of business at 3100 Stevenson Drive, Springfield, IL 62707, hereinafter called "Buyer," and Buyer agrees to purchase from Buckman, products herein described.

A. General Conditions:

Buckman shall provide Product to Buyer under the following conditions:

1. **Location 1:** CWLP, Dallman Station
3100 Stevenson Drive
Springfield, IL 62707

a. ***Levelized Billing Products:***

Total monthly levelized billing is \$30,000.00 for six (6) months per year;
April 15th through October 15th of 2015 through and including 2018.

Application

Product

Patented Disinfection of Once Through Cooling Water

Oxamine 6150

Dechlorination

Bulab 5106

In the event the systems need to operate more than the stated 6 month period, Buyer may pay \$1,000.00 per day for each additional day of Oxamine/Bulab feed.

b. **Prices and Invoices.**

- (1) The Prices for Products are f.o.b. delivery point unless expressly noted otherwise. Freight charges are the responsibility of Buckman.
- (2) All invoices for this location are due Net thirty (30) days from the date on the invoice.

B. Additional Conditions

1. Dechlorination.

Buckman will feed Bulab 5106 as the dechlorination product. Bulab 5106 is 40% sodium bisulfite, and will be fed at a 3:66:1 ppm ratio of product to total chlorine residual. Dechlorination will begin when the Oxamine system engages and will terminate 20 minutes after the Oxamine system shuts down. During summer flow rates, the target will be 0.15-0.25 ppm total chlorine at the condenser inlet, with the expectation to feed 1 ppm (0.75 ppm plus a 0.25 ppm buffer) of Bulab 5106 for dechlorination to achieve 0.05 ppm TRC at the outfall. Buckman will provide all equipment, service and support for this system, including:

- a. Weekly service visits with feed, safety, equipment support and monthly service reports;

- b. Custom feed skid with 4-20mA control tied to the Oxamine system wirelessly;
- c. 3150 gallon double-walled bulk tank for the sodium bisulfite and chemical inventory/deliver support;
- d. One spare pump to be located onsite as a replacement in the event of pump failure; and
- e. Equip Solutions installation and support.

The Dechlorination system will tie directly into the Oxamine system to provide a complete system to meet environmental regulations.

2. Term/Termination/Default.

The Parties entered into an agreement dated March 6, 2014, for the purchase of Oxamine 6150 ("Prior Agreement"), of which the term has not yet expired. Upon signature of this Agreement by both Buckman and Buyer, the Parties intend that the Prior Agreement is hereby replaced in its entirety with this Agreement. The term of this Agreement shall commence from April 15, 2015 and shall continue until October 15, 2018. Either party may cancel this Agreement by delivering to the other party at least thirty (30) days' written notice prior to the end of any term. Such notice shall terminate this Agreement at the end of the then-current term. If Buyer should fail to perform any of its obligations contained herein, or upon the filing of any petition under any bankruptcy, moratorium, reorganization, or insolvency act, federal or state, by or against Buyer, or the filing of any application for the appointment of a receiver for, or the making of a general assignment for the benefit of creditors, then upon written notice, Buckman may immediately terminate this Agreement. Upon the termination of this Agreement, Buckman may immediately take a physical inventory of all Products at or on any of Buyer's locations and make a final settlement with Buyer. In the event of a breach of this Agreement, the non-breaching party may deliver written notice of such breach to the breaching party, providing the breaching party thirty (30) days from the receipt of the notice to cure. If the identified breach is not cured after such thirty (30) day period, the non-breaching party may terminate this Agreement upon subsequent written notice provided to the breaching party. Notwithstanding any other provision in this paragraph, the notice and cure provisions set forth herein shall not apply to Buyer's breach by means of failure to make payment to Buckman when due and payable.

3. Not to Exceed.

This Agreement does not authorize an expenditure of City of Springfield, Illinois, funds in excess of \$720,000.00 without prior approval of the City of Springfield, Illinois, Mayor, Office of Budget and Management Director or the Springfield City Council, as required. Buckman 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 Buyer exceeds said amount.

4. Affirmative Action Compliance.

Buckman agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the Affirmative Action program of this Agreement.

5. Non-Barring from Bidding.

Buckman 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.

6. Non-Delinquency.

Buckman certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

7. 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.

8. General.

There are no terms, agreements, or conditions, either express or implied, other than those stated herein, including the City's Conditions of Acceptance listed above or in any written agreement between yourself (the party responsible for payment of this invoice; sometimes "Buyer") and Buckman Laboratories, Inc. ("Buckman"), collectively, "the parties." Acceptance of your order was conditioned upon your assent that the terms and conditions set forth herein and in any such agreement shall constitute the sole terms and conditions of this contract. To the extent that the terms of this invoice and any agreement between Buyer and Buckman conflict, the terms of the agreement shall control. Goods or devices covered by this invoice were produced in compliance with the Fair Labor Standards Act of 1938, as amended. This invoice is payable in lawful money of the United States. Buckman reserves the right to charge Buyer a late payment charge of up to one and one-half percent (1 1/2%) per month on any unpaid account balance outstanding beyond the terms set forth in this invoice, up to eighteen percent (18%) per annum, or the highest legal rate of interest permitted under law, whichever is lower.

9. Limited Warranty-Warranty Disclaimer.

Buckman products ("Product(s)") are carefully tested, but Buckman has no control over the Product's use and does not guarantee results. Products are offered for sale only on the condition that Buyer assumes full responsibility for the results, whether used or claimed to have been used according to directions. Buckman warrants that Product conforms to its chemical description and is reasonably fit for the purpose referred to in the directions for use when used in accordance with such directions under normal conditions. Buyer assumes the risk of any use contrary to such directions. Buckman warrants that material delivered hereunder will not infringe any valid United States Patent claim covering the material itself but does not warrant against infringement by reason of its use in combination with other materials or in the operation of any process, notwithstanding any contrary stipulations contained in Buyer's order, unless the material used in a process is specifically recommended in writing by Buckman. If a claim of patent infringement arises out of Buyer's specifications, Buyer shall indemnify Buckman and save Buckman harmless from all damages arising therefrom. No agent of Buckman is authorized to alter any warranty in this paragraph 2 in any way except in writing with a specific reference to this paragraph. **BUCKMAN MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING PRODUCT, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. NO SUCH WARRANTIES SHALL BE IMPLIED BY LAW, USAGE OF TRADE, COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER BASIS.**

10. Liability Limitation and Remedies.

The exclusive remedy against Buckman for any cause of action arising hereunder, whether or not related to Product delivered or for non-delivery and whether or not based on Buckman's negligence, breach of warranty, strict liability in tort or any other cause of action, whether statutory, common law or otherwise, is a claim for replacement of the Product at no additional

charge or a claim for damages in an amount not to exceed the purchase price of the Product in respect of which any such claim is made plus any transportation costs paid by Buyer regarding such Product. **IN NO EVENT SHALL BUCKMAN BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.** No agent of Buckman is authorized to alter the limited liability provisions of this paragraph 3 in any way except in writing with a specific reference to this paragraph.

11. Buckman Equipment.

To the extent that Buckman should place any Buckman Oxamine equipment at Buyer's location(s), such equipment shall be leased to Buyer for the use of Buyer in the application of the Oxamine Products. Unless Buckman and Buyer have entered into a separate written agreement with respect to the lease of the equipment, the Oxamine equipment shall be leased to Buyer at no additional charge, and shall terminate without further notice in the event that Buyer ceases to purchase or use Oxamine Product. All such Oxamine equipment shall be marked with placards satisfactory to Buckman noting that the Oxamine equipment is Buckman's property. Dechlorination equipment for the Bulab 5106 Product that is placed at Buyer's location(s) shall become the property of Buyer at the end of this Agreement. Buckman shall, by Bill of Sale, transfer and convey to Buyer the Dechlorination equipment, free and clear of any and all liens, security interests and other encumbrances.

12. Claims.

Except as expressly provided in a written agreement between the parties, delivery of Product hereunder shall be an unqualified acceptance of such Product by Buyer and a waiver by Buyer of its rights to make any claim with respect to the condition, quantity or quality of such Product unless Buyer gives Buckman written notice of claim within thirty (30) days after delivery of the Product. Claims of Buyer not reasonably discoverable during such thirty (30) day period shall be barred, in any event, unless written notice of such claim is received within 180 days after delivery of the Product. Claims for shortages of less than 1/2 of 1% of the gross weight of bulk shipments shall not be allowed.

13. Containers.

If Product is supplied in an intermediate bulk container (IBC) owned or leased by Buckman, the IBC shall remain the property of Buckman or its lessor at all times, and shall be returned to Buckman when empty. If any such IBC is not returned to Buckman in a timely manner or is damaged, Buyer agrees to pay Buckman's standard charge for any such IBC.

14. Indemnity.

Buckman has no control over the Product once it is shipped to Buyer or its designated agent. Buyer assumes all responsibility for and agrees to indemnify and hold harmless Buckman, and, at Buckman's option, defend Buckman, from and against any and all losses, claims, expenses, causes of action, demands, liabilities, damages, suits, including, without limitation, fines, costs, penalties, litigation expenses, judgments, settlements and attorneys' fees and any and all other damages or expenses of any nature asserted against, incurred or suffered by Buckman, in any way relating to or arising out of (i) any act or omission by Buyer in violation of any applicable statute or regulation, including, without limitation, any federal, state or local laws, regulations or ordinances relative to the generation, storage, transportation, disposal or otherwise handling of hazardous waste or hazardous material, as defined by such federal, state or local laws, in connection with the Product; (ii) any third party claims for any sickness, death or injury to persons, damage to property or economic loss, arising from or in any way relating to (a) the

handling, use, sale, distribution or disposal by Buyer of Product delivered hereunder, (b) the handling, use or disposal by any person of any Product delivered hereunder in a manner contrary to Buckman's label directions, or (c) the handling, use or disposal by any person of any product for which Product delivered hereunder is, or is alleged to be, a component, or (iii) any conduct of Buyer which is otherwise not in accordance with reasonable business standards. This obligation of indemnity shall survive termination of any agreement between the parties, the performance and/or termination of any business relationship between Buyer and Buckman and shall apply regardless of the persons or parties at fault, except with respect to events which have been judicially determined to be proximately caused by the sole negligence of Buckman.

15. Title/Risk of Loss.

Except as expressly provided in any written agreement between the parties, title to Product and risk of loss of or damage to Product shall pass to Buyer upon Buckman's placing the Product into the possession of a transportation carrier. With respect to any Product returned to Buckman, risk of loss shall remain with Buyer until the returned Product is received by Buckman at the original shipping point or at such other location as Buckman may designate. Any return of Product shall be subject to the prior approval of Buckman.

16. Severability.

If any term, clause, or condition herein shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause, or condition herein, and such invalid term, clause, or condition shall be deemed to have been deleted herefrom.

17. Choice of Law.

These Terms and Conditions shall be interpreted under and governed by the laws of the State of Illinois, United States of America, without regard to the choice of law rules thereof.

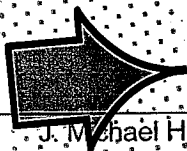
IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the date set forth below.

Date executed: _____

Date executed: 3/20/15

City of Springfield, Illinois

BUCKMAN LABORATORIES, INC.



J. Michael Houston, Mayor

By: _____

Shawn P. Frenzel, Vice President
Water Technologies

By: _____

Michael E. Alpert, Vice President
Leather & Sales Operations

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 04-08-15

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: \$720,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: n/a

TYPE OF ORDINANCE: Amendment to 96-03-14

ACCOUNTING INFORMATION: 102-100-CAB-7702-1418

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

PRIOR ORDINANCE INFORMATION: 96-03-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Buckman Laboratories, Inc. CONTRACT AMOUNT: \$720,000.00
(Original Amount if Change Order)

CONTRACT TERM: 4 years TYPE OF AWARD: sole source

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

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 96-03-14 & our existing contract with Buckman Laboratories, Inc. ("Buckman") for the Oxamine® chlorination process at Dallman.

Ordinance 96-03-14 approved a 3-year contract with Buckman in an amount not to exceed \$420,000.00, for the purchase of Oxamine® to promote condenser cleanliness and maintain thermal transfer capacity in the once-thru cooling water systems. Due to EPA requirements on our new NPDES permit, we need to add a dechlorination process on the back end of the Oxamine® chlorination process. Buckman has designed a dechlorination process using Bulab® that works in tandem with our existing Oxamine® system through wireless communication. Buckman will provide both processes for \$30,000 per month, for a period of 6 months per year, for 4 years.

This ordinance amends Ordinance 96-03-14 to approve a Restated & Amended Sales Agreement to reflect the additional dechlorination process, increase the total dollar amount from \$420,000 to \$720,000, and extend the contract term to October of 2018.

Buckman holds the patent on both Oxamine® and Bulab®, and we cannot purchase these from any other source. Buckman is not a local vendor.

SIGN OFF: _____

[Signature] Mayor's Office

[Signature] OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

9599



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

MEMORANDUM

TO: Tracy Johansson

FROM: Jay Wavering

DATE: March 25, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet Buckman Laboratories, Inc. to amend existing ~~Oxamine Contract ordinance #96-3-14 to cover both chlorination and dechlorination~~ services in an amount not to exceed \$720,000.00 for the Office of Public Utilities, Water Division.

Based on the information provided Buckman Laboratories, Inc. was the original sole source provider as they hold the patten 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

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING
CONTRACT UE15-02-101 – PORTABLE DEMINERALIZER SERVICES FOR
THE DALLMAN POWER PLANT AND INTERSTATE COMBUSTION TURBINE
WITH MPW INDUSTRIAL WATER SERVICES, INC. IN AN AMOUNT NOT TO EXCEED
\$346,200.00 OVER A THREE-YEAR TERM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-101 - Portable Demineralizer Services for the Dallman Power Plant and Interstate Combustion Turbine for a three-year term for the Office of Public Utilities' Electric Division Electric Generation Department, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-101 was placed, and

WHEREAS, MPW Industrial Water Services, Inc. submitted the low bid for the rental of portable demineralizer units on an "as needed" basis to produce high purity water from city water, which is required for the power generation process, 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. UE15-02-101.

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 MPW Industrial Water Services, Inc. for Contract UE15-02-101 - Portable Demineralizer Services for the Dallman Power Plant and Interstate Combustion Turbine for a three-year term in an amount not to exceed Three Hundred Forty-Six Thousand Two Hundred Dollars and No Cents (\$346,200.00) for the Office of Public Utilities' Electric Division Electric Generation Department.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with MPW Industrial Water Services, Inc. on behalf of the Office of Public Utilities.

Section 3. Payment by the Office of Budget and Management to MPW Industrial Water Services, Inc. for the total maximum amount of Three Hundred Forty-Six Thousand Two Hundred Dollars and No Cents (\$346,200.00) from Account No. 102-100-CAB-8035-1210 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

RECORDED: _____, 2015

ATTEST: _____

SIGNED: _____

MAYOR

Approved as to legal sufficiency: *[Signature]* 4/13/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING:

04-08-15

ORDINANCE REQUEST NUMBER:

GFO-0250

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 346,200.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: This ordinance is for the rental of equipment for use by Electric Division Generation Department personnel.

TYPE OF ORDINANCE: Bid Contract UE15-02-101

ACCOUNTING INFORMATION: Account No. 102-100-CAB-8035-1210

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: MPW Industrial Water Services, Inc. CONTRACT AMOUNT: \$ 346,200.00
(Original Amount if Change Order)

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

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

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 recurring ordinance for portable demineralizer services.

This ordinance accepts the low bid for Contract UE15-02-101 from MPW Industrial Water Services, Inc. ("MPW") in an amount not to exceed \$346,200.00 for the rental of portable demineralizer units on an as needed basis for a 3-year term for the Electric Division Electric Generation Department. This equipment is used to produce high purity water from city water in emergency situations when the Dallman Generating Station demineralizer systems cannot meet high demand or require maintenance. Portable demineralizers also are required to provide adequate quantities of demineralized water to keep the Interstate Combustion Turbine on-line and producing electricity.

There were 2 bidders on this contract & neither is a local vendor.

The last time this contract was awarded was in 2012 to MPW for \$270,000 with a \$130,000 funding increase in 2014, for a total of \$400,000.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9604

AN ORDINANCE APPROVING A PROPOSAL WITH IBIDEN CERAM ENVIRONMENTAL, INC. IN THE AMOUNT OF \$341,400.00 FOR THE PURCHASE OF 36 NEW CATALYST MODULES FOR DALLMAN POWER PLANT UNIT NOS. 31, 32, AND 33 FOR THE ELECTRIC GENERATION DEPARTMENT
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance accepts a Proposal from Ibiden Ceram Environmental, Inc. (Ceram) for the purchase of 36 new catalyst modules for Dallman Power Plant Units 31, 32, and 33 for the Electric Generation Department for the Office of Public Utilities, and

WHEREAS, the catalyst is the nitrogen oxide (NOx) removing portion of the SCR system and must be in proper operating condition in order to comply with NOx removal requirements as mandated by the United States and Illinois Environmental Protection Agencies, and

WHEREAS, under the Proposal, Ceram will provide 36 new catalyst modules to be used in either Dallman Unit No. 31, 32, or 33, and

WHEREAS, Ceram is the original equipment manufacturer for the catalyst used in the SCR system, and

WHEREAS, Ceram will perform said services in accordance with the Proposal to the City of Springfield Office of Public Utilities, a copy of which shall be on file with the Office of the City Clerk, 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 and accepts the Proposal, a copy of which shall be on file with the Office of the City Clerk, in the amount of Three Hundred Forty-One Thousand Four Hundred Dollars and No Cents (\$341,400.00) with Ceram for the purchase of 36 new catalyst modules for the City of Springfield Office of Public Utilities' Electric Generation Department.

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

Section 3. The Payment by the City of Springfield Office of Budget and Management to Ceram for the total maximum amount of Three Hundred Forty-One Thousand Four Hundred Dollars and No Cents (\$341,400.00) from Account No. 102-100-CAA-8017-1404 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

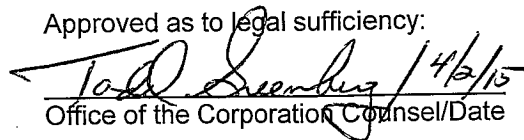
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/2/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston



**UNIT'S 31, 32 & 33 NEW CATALYST PROPOSAL
V.Y. DALLMAN POWER STATION**

**Presented to:
City of Springfield Office of Public Utilities**

**Prepared by:
IBIDEN CERAM Environmental, Inc.**

March 12, 2015

7304 West 130th Street, Suite 140 • Overland Park, Kansas 66213
Tel: (913) 239-9896 • Fax: (913) 239-9821

1.0 Overview

IBIDEN CERAM Environmental, Inc. (CERAM) is pleased to provide the following proposal to the City of Springfield Office of Public Utilities (City) regarding the supply of new catalyst for Unit's 31, 32 and 33 at the V.Y. Dallman Power Station. We are proposing to supply 70 m³ of new catalyst that would be used to replace aged catalyst that is unable to be successfully regenerated due to pluggage and mechanical damage from operations. We would design and supply the new catalyst to be "universal" with regards to installation into Unit 31, Unit 32 or Unit 33. The scope of services for this proposal is outlined in Section 3.0 and the pricing is shown in Section 6.0.

CERAM has the broad and detailed experience of performing the catalyst management activities at the Dallman Station for Unit 31, 32 and 33 since the selective catalytic reduction (SCR) systems went into operation in 2003. In addition we have supplied catalyst management services for Unit 4 since operation started in 2009. These services have included reactor inspections, catalyst testing, ammonia injection grid tuning, SCR operations data assessment and catalyst management planning. CERAM in combination with STEAG, LLC has also assisted in providing the rejuvenation/regeneration services for all of the catalyst layers removed from each unit.

CERAM has based our new catalyst design on the design conditions from the original contract and that proposed from the Manage CATLife[®] Model that is a part of the CATLife[®] Program of services that we currently provide to the plant. The new catalyst supplied as part of this proposal carries the standard workmanship warranties and will be identical in design, manufacture, and material within customary tolerances to the catalyst already supplied and installed in Dallman Unit's 31, 32 and 33. The activity and SO₂ to SO₃ conversion rate of the catalyst will be designed at 770 F and the same 6.74 mm pitch geometry and 1,200 mm length that is used in all three units. Dallman Unit 33 operates at a higher temperature than Unit 31 or Unit 32, therefore by designing the chemistry of the new catalyst at this higher temperature will ensure that the SO₂ to SO₃ oxidation rate will be met regardless of which unit the new catalyst would be installed into in the future. This will reduce the possibility of visible emissions as a result of SCR operation. In addition, the catalyst will be designed with a 0.9 mm inner wall thickness thus ensuring a high mechanical integrity and thereby maximizing the future flexibility for catalyst cleaning and regeneration. Additionally, as always, there is no temperature ramp up rate limitations for our ceramic homogenous honeycomb catalyst.

In addition to delivery of the new catalyst, we will also provide 20 spare test elements, 36 cover grates for each module, 1 layer of reactor wall-to-module and flat module-to-module seals for Unit 31 and Unit 32 and one new lifting frame. All catalyst modules delivered will be equipped with a full size test element allowing maximum flexibility for selecting samples for analysis. This is also an improvement from the initial order basis from 2001. The delivery terms are DDP Incoterms 2000 (delivered, duty paid) to the Dallman Station site. The frame materials for this catalyst delivery will be our high temperature grade HII material (ASTM A442) suitable for temperatures up to 850 F.

Catalyst Design

The CERAM Porzellanfabrik Frauenthal GmbH plant produces honeycomb and plate type catalysts. We are proposing to supply our homogeneous honeycomb product composed of porous metal oxide (catalyst support) and active metals. The catalyst support consists of titanium dioxide (TiO_2) (anathase) and the active metals are vanadium pentoxide (V_2O_5) and tungsten trioxide (WO_3).

CERAM has proposed a catalyst designed to achieve the highest possible initial catalyst activity while maintaining less than 0.25% SO_2 to SO_3 conversion rate at 770 F. Section 6.0 summarizes the catalyst design and scope of supply regarding this offering. We will supply 36 new catalyst modules that will be utilized as replacement modules. These will be used to replace modules that will be needed fall 2015 for Unit 31 and Unit 32 (e.g., 24 modules per layer) in order to fill two complete layers with 12 modules already in storage. We have proposed using the same 6 x 12 element arrangement per module (e.g., 72 elements per module) and module height of 1,200 mm as previously supplied. The 6.74 mm pitch and 0.9 mm inner wall thickness will also be the same as the existing catalyst.

In addition, the catalyst design for this project allows for an unlimited temperature gradient during startup and shutdown and an unlimited temperature difference between the flue gas and the catalyst. Moreover, there are no restrictions on the transient temperature gradient of the catalyst during startup. Our catalyst will not be damaged when exposed to an extreme thermal gradient. CERAM recommends following the current SCR operating practices as originally designed with regards to fuels fired and minimum and maximum temperatures that have been in practiced at Dallman.

2.0 Proposed Scope of Services

New Catalyst Process

- CERAM shall supply thirty (36) new catalyst modules to be used in either Unit 31 or Unit 32 or Unit 33. The catalyst will be manufactured in our facility in Frauenthal, Austria.
- The activity and SO_2 to SO_3 conversion rate of the catalyst will be designed at 770 F and the same 6.74 mm pitch and 1,200 mm element length will be used.
- The new catalyst will achieve a fixed SO_2 to SO_3 oxidation rate of 0.25% ($\pm 0.10\%$ testing tolerance) based on equivalent laboratory measurements that are within the original catalyst production tolerance. The corresponding activity level will be greater than or equal to $32 \text{ Nm}^3/\text{m}^2\text{hr}$ ($\pm 1.5 \text{ m/h}$ testing tolerance) based on equivalent laboratory measurements.
- The catalyst supplied will have the same standard workmanship warranties and will be identical in design, manufacture, and material within customary tolerances to the catalyst already supplied and installed in Dallman.
- CERAM shall supply one layer of reactor wall-to-module and module-to-module metal seals for Unit 31 and 32. The module-to-module seals will be flat in design instead of V-shaped per the City's request and will be clipped in design.
- CERAM shall supply 20 spare test elements, 36 cover grates and 1 lifting frame.

3.0 Task Descriptions

Task 1 Supply of New Catalyst

The following is a list of activities that will be performed as part of supplying new catalyst to the City.

City

1. Approximately 3-4 air ride tractor trailers each hauling one 40 ft ocean container will arrive onsite containing the new catalyst, lifting frame, cover grates, seals, and replacement elements. With the exception of the seals that are in a wooden crate all other material will be on pallets. The City or its subcontractor will unload all containers and store the new catalyst in a weather protected area or will cover the catalyst modules with heavy duty tarps for short term storage outside (2-3 weeks) where water will not pool.

CERAM

1. Supply 36 new catalyst modules, one new lifting frame and set of one layer of seals for Unit 31 and Unit 32 and 20 replacement elements to the City.
2. Delivery will be Delivered Duty Paid (DDP).
3. Quality control/quality assurance during production will be enforced at all times during production. Catalyst testing will be performed prior to shipment to ensure the SO_2 to SO_3 oxidation rate and activity is both achieved.

All catalyst testing will be performed in a semi-bench reactor in CERAM's test laboratory in Frauenthal, Austria. Testing will include activity, SO_2 to SO_3 oxidation rate, bulk chemistry, pore volume, Brunauer-Emmett-Teller (BET) surface area, compression strength and abrasion strength and to ensure guarantees are met. Representatives from the City are welcome to witness this testing at CERAM.

Please note that CERAM cannot accept any responsibility for re-occurring pluggage after installation of the new catalyst modules into any of the SCR reactors at Dallman. CERAM can also not accept any responsibility for any damage to the catalyst modules that occurs during the unloading process at Dallman. CERAM can also not accept any responsibility for any damage caused by or to the catalyst as a consequence of physical pluggage during SCR plant operation (e.g., erosion, structural failure, etc.)

All environmental laws during transport and production will be complied with and are included in our scope of services.

Task 2 Catalyst Seals

Since each unit is a high dust coal fired application, a top sealing system was used to prevent flue gas from bypassing around the catalyst modules and allow for easier disassembly work compared to a bottom sealing system. The top sealing system handles both gas leakage and the build up of dust between the catalyst modules. The design of the clipped seal system prevents

thermal expansion from negatively affecting the catalyst modules. Per the City's request we will re-design the V-shape module-to-module seals to a flat profile to accommodate the future installation of ash sweepers and sonic horns. It will be imperative that the cleaning devices prevent ash buildup on the flat seals to avoid an increase in catalyst pluggage. The metal seals that comprise part of the seal system have about twice the thermal expansion coefficient relative to the catalyst modules. Ceramic paper is placed between the catalyst elements and the modules that allow flue gas to flow through the catalyst elements and still form a flexible gas tight sealing mechanism. When the steel catalyst module expands due to an increase in temperature, the ceramic paper compensates for the growth without damaging the catalyst due to thermal cracking and/or growth restrictions.

4.0 City Provided Services/Equipment

City personnel will provide the following unless specified elsewhere in the scope:

New Catalyst Process

- Unloading of the thirty six new catalyst modules, lifting frame, cover grates, seals and replacement elements at the Dallman Power Station. With the exception of the seals that are in a wooden crate all other material will be on pallets. It is assumed that the City will supply a forklift with suitable tines and a loading dock/area which allows the loading and unloading process from a 40 ft ocean container that is located on a tractor trailer truck.
- Storage of the new catalyst in a weather protected area (e.g., warehouse) or will cover the catalyst modules with heavy duty tarps for short term storage outside (2-3 weeks) where water will not pool.

5.0 Pricing and Services Summary

Table 1 summarizes the catalyst design and scope of supply regarding this offering. The pricing for the scope described in this proposal is listed in Table 2. The following list of pricing pertains to the work offered.

Table 1 – CWLP Dallman Catalyst Design and Scope of Supply	
Parameter	
Catalyst Design:	Dallman Design for Unit 31/32/33
Catalyst Pitch, mm	6.74
Number of cells, n x n	22 x 22
Catalyst Wall Thickness, mm	0.9
Specific Surface Area, m ² /m ³	502
Catalyst Element Length, mm	1,200
Module Weight, lb (clean condition)	2,800
Volume of Catalyst/Frame, m ³	1.94
Modules Delivered, Qty.	36
Volume for Modules Delivered, m ³	70.0
Volume of Replacement Test Elements, m ³	0.5
Total Delivered Volume, m ³	70.5
Scope of Supply	
Module-to-Module and Reactor Wall-to-Module Steel Seal Material	1 Layer Sized for Unit 31 and Unit 32
Removable Cover Grates, Qty.	36
Spare Test Elements, Qty.	20
Lifting Frame, Qty.	1
Catalyst and Seal Drawings	1 Lot
Delivery Completed	September 25, 2015
Delivery Terms to Job Site	DDP Incoterms 2000
Performance:	
Initial Catalyst Activity ⁽¹⁾ , m ³ /m ² h	≥ 32
Initial SO ₂ to SO ₃ Oxidation Rate, %	0.25 (770 F and NH ₃ off field equivalent) Guarantee of ≤ 0.25% in CERAM laboratory ⁽¹⁾
Notes:	
(1) Guaranteed activity and SO ₂ to SO ₃ oxidation rate measured using CERAM semi-bench reactor at the following test conditions: Activity: (T = 380 C, AV = 25 m/h, α = 1.2, NO = 200 ppm, SO ₂ = 500 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance) SO ₂ to SO ₃ Oxidation Rate: (T = 380 C, AV = 10 m/h, α = 0, NO = 200 ppm, O ₂ = 2%, H ₂ O = 10%, N ₂ = Balance) Activity tolerance of ±1.5 m/h and SO ₂ to SO ₃ conversion rate tolerance of ±0.10% assumed.	

Table 2 – CWLP Dallman Pricing and Payment Terms

Proposed Tasks	Pricing
Task 1 – Supply of Catalyst Modules, Replacement Elements, Cover Grates and Lifting Frame	\$325,000 (USD)
Task 2 – Supply One Layer of Catalyst Seals for Unit 31 and Unit 32	\$16,400 (USD)
Scope of Supply Price	\$341,400 (USD)
Proposal Validity	May 15, 2015
Delivery Schedule: Delivery to Site (DDP Incoterms 2000)	September 25, 2015

Payment and Cancellation Terms:

We have proposed the following pricing plan for supplying the scope proposed based on making milestone payments as the project moves forward. Please review the following terms of payment and advise of any changes. The dates for each milestone payment would be determined by a mutually agreeable schedule.

- 10% of total contract price with issuance of purchase order
- 10% of total contract price at issuance of drawings
- 30% of total contract price upon raw material purchase
- 40% of total contract price due at 100% production complete
- 10% of total contract price upon delivery complete, no later than September 25, 2015

Payment terms would be net 30 days and cancellation charges would be cumulative based on the total of payments made and payments due at the time of cancellation for material ordered and work performed to date.

Limitation of Liability and Consequential Damages. The liability of CERAM with respect to this Order, or anything done in connection therewith, whether in contract, tort, strict liability, or otherwise, shall not exceed one hundred percent (100%) of the annual compensation received. Neither CWLP or CERAM shall be liable to each other for loss of profits, loss of use, loss of contracts, or for any indirect or consequential damages in respect of the performance of the Order regardless of any breach of contract, tort (including negligence), or other basis of liability. None of the limitations of liability contained herein except for the limitation of consequential damages shall apply to claims for personal injury, property damage, or infringement.

The Company's certification that pursuant to Illinois law as it pertains to foreign corporations: CERAM Environmental has examined the relevant statute and determined that it is not required to register as an entity with the Illinois Secretary of State.

This agreement shall be governed in accordance with the laws of the State of Illinois.

Affirmative Action Compliance

CERAM agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the Affirmative Action program of this Agreement.

Non-Barring from Bidding

CERAM 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

CERAM 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 does not authorize an expenditure of City of Springfield, Illinois, funds in excess of \$341,400 unless the City Council specifically approves an additional expenditure. CERAM Environmental 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 City Council.

IN WITNESS WHEREOF, the City of Springfield, Illinois by and through its authorized officer and CERAM Environmental, Inc., by its authorized officer have made and executed this Agreement in triplicate.

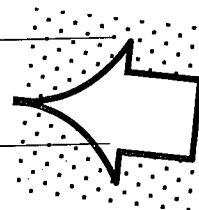
THE CITY OF SPRINGFIELD, ILLINOIS
Office of Public Utilities

Date _____

By _____

Title _____

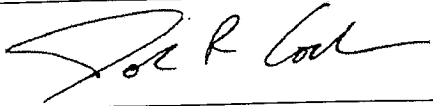
Mayor



**SIGN
HERE**

IBIDEN CERAM ENVIRONMENTAL, INC.

Date 03/12/2015

By 

John Cochran
President

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 04-08-15

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: \$ 341,400.00

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Sole Source

ACCOUNTING INFORMATION: Account No. 102-100-CAA-8017-1404

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Ibiden Ceram Environmental, Inc.

CONTRACT AMOUNT: \$ 341,400.00
(Original Amount if Change Order)

CONTRACT TERM: n/a TYPE OF AWARD: Sole Source

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 for the purchase of 36 catalyst modules.

This ordinance accepts a proposal in the amount of \$341,400.00 from Ibiden Ceram Environmental, Inc. (Ceram) for the purchase of 36 new catalyst modules for Dallman Power Plant Units 31, 32, & 33 Selective Catalytic Reduction (SCR) system for the Electric Generation Department for the Office of Public Utilities. The catalyst is the nitrogen oxide (NOx) removing portion of the SCR system, which must be in proper operating condition in order to comply with NOx removal requirements as mandated by the United States and Illinois Environmental Protection Agencies.

Under the proposal, Ceram will provide 36 new catalyst modules to be used in Dallman Unit No. 31, 32 or 33. In addition to delivery of the new catalyst, Ceram will also provide 20 spare test elements, 36 new cover grates for each module, 1 layer of reactor wall-to-module and flat module-to-module clipped seals, & one new lifting frame.

CERAM is the original equipment manufacturer for the catalyst used in the SCR system. They are not a local vendor.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

41601



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

MEMORANDUM

TO: Tracy Johansson

FROM: Jay Wavering 

DATE: March 23, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Ividen Ceram for purchase 36 new catalyst modules for the Dallman Generating Station in an amount not to exceed \$341,400.00 for the Office of Public Utilities, Electric Division.

Based on the information provided Ividen Ceram is the Original Equipment Manufacturer (OEM) 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

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE15-02-104 – BACKFILL
MATERIALS WITH P.H. BROUGHTON & SONS, INC. AND VULCAN MATERIALS COMPANY IN AN
AMOUNT NOT TO EXCEED \$250,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-104 – Backfill Materials with P.H. Broughton & Sons, Inc. ("Broughton") and Vulcan Materials Company ("Vulcan") for the City of Springfield Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-104 was placed, and

WHEREAS, Broughton submitted the low bid for CA-1 aggregate and Vulcan submitted the low bid for all remaining items, 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. UE15-02-104.

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 Broughton for CA-1 and Vulcan for all remaining items under Contract UE15-02-104 – Backfill Materials in an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) for the City of Springfield Office of Public Utilities' Administrative Services, Electric and Water Divisions.

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

Section 3. The Payment to Broughton and Vulcan for the total maximum amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) from Account Nos. 102-100-CBC-7778-1407; 102-100-CBB-7778-1403; 101-200-JAAC-6331-1404; 101-200-JAAC-6343-1404; 101-100-BA-6192-1416; and, 102-100-CABG-7710-1407 is hereby authorized, approved and directed.

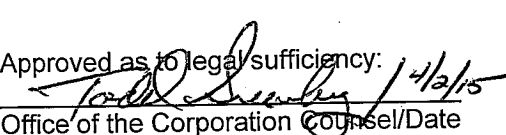
Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2015 SIGNED: _____, 2015

RECORDED: _____, 2015 _____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/2/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 04-08-15
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: \$250,000.00

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Bid Contract UE15-02-104

ACCOUNTING INFORMATION: Account Nos. 102-100-CBC-7778-1407; 102-100-CBB-7778-1403; 101-200-JAAC-6331-1404; 101-200-JAAC-6343-1404; 101-100-BA-6192-1416; and, 102-100-CABG-7710-1407

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Vulcan Materials Company
P.H. Broughton & Sons, Inc. CONTRACT AMOUNT: \$ 250,000.00
(Original Amount if Change Order)

CONTRACT TERM: One Year TYPE OF AWARD: Bid Contract: Low Bid

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, recurring ordinance for the purchase of backfill materials.

This ordinance accepts Contract UE15-02-104 with P.H. Broughton & Sons, Inc. ("Broughton") and Vulcan Materials Company ("Vulcan") in an amount not to exceed \$250,000.00 for the purchase and delivery of an annual supply of CA-1 aggregate; CA-3 aggregate; CA-6 aggregate; selected granular backfill; and blotter sand for the Administrative Services, Electric and Water Divisions. The materials will be used to backfill trenches dug for the installation of water mains and/or underground electric facilities, as well as in and around electric poles and street light standards. In addition, the materials are needed for maintenance of Lake Springfield area roadways and parking lots.

Broughton submitted the low bid for CA-1 aggregate. Vulcan submitted the low bid for the remaining items. Materials will be purchased on an as needed basis.

Broughton is a city local vendor and Vulcan is a county local vendor. Last year the Council authorized \$200,000.00 for these materials.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9605

AN ORDINANCE APPROVING 38 SEPARATE FARM LEASES WITH VARIOUS TENANTS
FOR A ONE-YEAR TERM FOR THE WATER DIVISION OF THE
OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities Water Division Land and Water Resources Department leases approximately 3,662 acres, used for pasture, corn, soybeans, wheat, alfalfa, clover, grass and pasture, to various tenants under separate leases, and

WHEREAS, the City desires to enter into new one-year farm lease agreements with said tenants, the terms for which expire February 28, 2016, unless cancelled in accordance with the lease provisions, and

WHEREAS, this ordinance approves and authorizes execution of 38 separate farm lease agreements, copies of which shall be on file with the City of Springfield 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 38 separate Farm Lease Agreements, copies of which shall be on file with the City Clerk, on behalf of the Office of Public Utilities' Water Division Land and Water Resources Department.

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

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

PASSED: _____, 2015

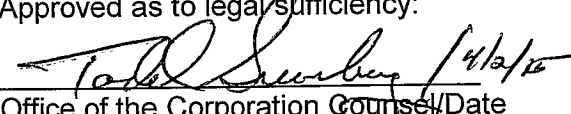
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/2/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 04-08-15
ORDINANCE REQUEST NUMBER: L & W 1079

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$<548,605.14>

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: Existing staff will manage the farm leases.

TYPE OF ORDINANCE: Execution of Farm Lease Agreements

ACCOUNTING INFORMATION: 101-100-BC-5884-C131 Farm and 102-100-BC-7692-C131 Farm

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

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: various

CONTRACT AMOUNT: N/A

(Original Amount if Change Order)

CONTRACT TERM: 1 Year

TYPE OF AWARD: N/A

CHANGE IN SCOPE Y 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:

ANNEXATION NOTES:

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, recurring ordinance for farm leases.

This ordinance approves 38 separate farm leases with various tenants for a 1-year term for the Office of Public Utilities Water Division Land and Water Resources Department. Under these leases, the City will lease a total of approximately 3,662 acres, used for corn, soybeans, wheat, alfalfa, clover, grass and pasture to various tenants.

Some acreage qualifies for the United States Department of Agriculture Conservation Reserve Program (CRP). Of the aforementioned total acreage, approximately 550 acres will be covered under the CRP program. CRP compensates farmers for planting permanent areas of grass and/or trees on sensitive cropland that need protection from erosion and wind, or in areas where vegetation can improve water quality or provide food and habitat for wildlife. Eligible farmers receive annual CRP rental payments, incentive payments for certain activities, and cost-share assistance to establish the protective vegetation.

The leases expire February 28, 2016, unless cancelled in accordance with the lease provisions. The annual income from all leases will average around \$548,605. Lease payments are made either annually or semiannually, depending upon the lease provisions.

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

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

4607

AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT
WITH SPRINGFIELD CLINIC LLP FOR 901 S. KOKE MILL
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, Springfield Clinic LLP ("Clinic") wishes to establish Ethernet communications between its facility at 1025 S. 6th Street to their facility at 901 S. Koke Mill, and

WHEREAS, the Office of Public Utilities will use existing fiber optics and communications infrastructure to provide 10-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, Clinic shall pay the City of Springfield \$995.00 per month for the initial three-year agreement term, and

WHEREAS, Clinic 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 Clinic for Ethernet service from its facility at 1025 S. 6th Street to their facility at 901 S. Koke Mill, Springfield, Illinois.

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

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

PASSED: _____, 2015

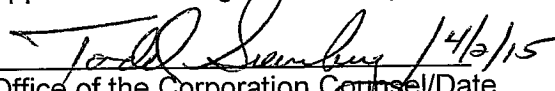
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT

WHEREAS, the City of Springfield, Illinois (City), has been granted certificates of service authority by the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois, and

WHEREAS, the City has filed a tariff with the Illinois Commerce Commission for local exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS, Springfield Clinic LLP, hereinafter referred to as Springfield Clinic, has requested "Contract Service" from the City under the terms and conditions set forth herein.

NOW THEREFORE, it is hereby agreed to by the City and Springfield Clinic as follows:

I. Scope of Agreement. Springfield Clinic desires to establish Ethernet communications between the facilities listed on Exhibit A utilizing fiber optic cable. This will be done by utilizing existing City fiber infrastructure. The bandwidth will be provided across the City's Ethernet network. This Ethernet segment will have a normal operation rate of 10 Mbps between the facilities. Springfield Clinic may at any time during the contract request the operational rate be changed to 100 Mbps and costs will be according to Section III, Costs.

II. Installation Schedule. The City will provide the Ethernet fiber optic connection to the facilities that are listed on Exhibit A within 120 days of approval by both parties of this contract and the City has procured all materials, easements, and site access agreements necessary for the connection. Any additional facilities requested by Springfield Clinic will be connected to the Ethernet fiber optic connection within 120 days after the City has procured all materials, easements, and site access agreements necessary for the connection.

III. Costs.

A. Bandwidth Costs. Springfield Clinic shall pay \$995.00 per month for the 10 Mbps connection for the term of the contract for the two sites on Exhibit A. If Springfield Clinic requests in writing the City to change the normal operation rate to 100 Mbps during the contract term, then Springfield Clinic shall pay \$1,495 per month for the remaining term of the contract. The City shall invoice Springfield Clinic monthly for all charges and taxes to be collected. Additional sites to those listed on the original Exhibit A

will be negotiated at the time of connection for the additional charge and new term length.

B. UPS Costs. Springfield Clinic shall supply standard A.C. power for the operation of the City equipment located at each facility listed in Exhibit A. Springfield Clinic may supply the A.C. power from an uninterruptible power supply (UPS), if it desired, to maintain operation of the City network equipment. If Springfield Clinic requests the City to supply the UPS for the City network equipment located at the facilities listed in Exhibit A, Springfield Clinic shall pay an additional \$75 per month per site requested to the City for installation and maintenance of the City UPS. The City shall invoice Springfield Clinic monthly for all charges and taxes to be collected.

IV. Operations and Maintenance Expenses. The City shall have the responsibility to maintain and repair the entire fiber optic telecommunications system, provided, however, that Springfield Clinic shall pay the City the monthly fees as required by the contract.

V. Term and Termination. This initial Agreement shall take effect upon approval by the City Council and Springfield Clinic and shall remain in effect for a term three years from the date of provision of service as defined in Section I, Scope of Agreement, for all sites listed on Exhibit A. Any additional site added to Exhibit A under the terms of Section III, Costs, shall be negotiated at the time of connection and a new term length will be determined from the date of provision of service for the additional site as defined in Section I, Scope of Agreement. If this Agreement extends beyond the initial three-year term, all pricing under this agreement is subject to change that is mutually agreeable by the City and Springfield Clinic. Notwithstanding such three-year minimum term, Springfield Clinic may elect to terminate this agreement at any time without cause, provided that Springfield Clinic shall thereupon pay the remaining monthly charges for the remainder of the contract term. After the expiration of such minimum three-year term, City or Springfield Clinic may elect to terminate this Agreement without cause, provided, however, that the terminating party gives a 90-day notice of termination of this contract.

VI. Use of Springfield Clinic Property. Springfield Clinic shall provide City with a location at each Springfield Clinic facility for installation of a fiber optic distribution unit and Ethernet equipment. Springfield Clinic acknowledges that City may use such distribution unit for extension of the fiber optic system to other locations or customers, and Springfield Clinic agrees to permit City access to such distribution unit during normal business hours upon reasonable advance notice from City or pursuant to such procedures as hereafter established by City and Springfield Clinic.

VII. Springfield Clinic's Use of System. During the term of this Agreement, Springfield Clinic shall have exclusive use of the private 10 Mbps Ethernet connection on the City's fiber optic network. The Springfield Clinic may privately connect other Springfield Clinic facilities at their own discretion to the sites listed on Exhibit A to communicate across the connection provided by this contract.

VIII. General Conditions.

A. Force Majeure. Performance by either party shall be excused by an unforeseen occurrence beyond the control of a party which causes a delay or total or partial failure of performance by such party, including but not limited to (1) acts of God; (2) acts or failure to act on the part of any governmental authority other than City or Springfield Clinic (including but not limited to changes in or enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. Limitations on Service

1. The Service provided under this Contract is offered subject to the availability of the necessary facilities and/or equipment and is subject to the terms and conditions of City's tariff.

2. City reserves the right to discontinue service immediately or cancel an application for service without liability upon written notice when necessitated by conditions beyond its control, when Springfield Clinic and/or the end user is using the service in violation of the provisions of City's tariff or in violation of the law, for nonpayment of service or any abuse of the system.

3. The Service provided under this Contract may not be used for any unlawful purpose.

4. The Service provided under this Contract may be used for any lawful purpose for which the service is technically suited.

5. City does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

C. Limitation of Liability

1. Any liability of the City for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in providing service occurring in the course of furnishing service and not caused by the negligence of Springfield Clinic, commences upon activation of the service. In no event will liability exceed an amount equivalent to the 3-month charge to Springfield Clinic for the service during which such mistakes, omissions, interruptions, delays, errors, or defects in providing service occurred.

2. Neither the City nor Springfield Clinic shall be liable for any loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any third party or persons for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any property caused or claimed to have been caused, directly or indirectly, by any act or omission of the City or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of facilities or equipment provided by the City.

3. No agents or employees of other carriers shall be deemed to be the agent or employees of the City.

4. Springfield Clinic is required to notify City of any changes to Springfield Clinic's equipment, including software controlling the equipment's function. City is not liable for interruptions in service caused by Springfield Clinic's failure to notify City prior to any change.

D. Cancellation of Service by Springfield Clinic

1. If Springfield Clinic orders service which requires special construction or special facilities dedicated to Springfield Clinic's use, the cost for which City is liable, and then Springfield Clinic cancels before service begins, a charge will be made to Springfield Clinic for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of Springfield Clinic by the City.

2. Springfield Clinic has the option to terminate service with the City without liability of remaining monthly charges if availability of the WAN service on the City network to the demarc location at Springfield Clinic facilities meets the conditions listed below. Availability is on a 24 x 7 basis and is defined to be when Springfield Clinic equipment is properly configured and connected to the City equipment, that Ethernet traffic will pass between the sites. Availability time pertains to the City network equipment only and does not include the following items: Section VIII. A. (Force Majeure) of this contract, an improper configuration in Springfield Clinic's network equipment, or an optical cable failure that is beyond City's control. The loss of availability time begins upon notification to the City by Springfield Clinic of the loss of WAN service. If the City deems the loss of availability to be a City network equipment problem, Springfield Clinic may terminate service without liability if:

- (a) the availability is less than 95% for any one month,
- (b) the availability is less than 98.5% each month for 3 consecutive months.

E. Cancellation of Service by City.

1. City may terminate service to a Springfield Clinic without request by, or prior notice to, Springfield Clinic if:
 - (a) there exists a condition dangerous or hazardous to life, physical safety or property,
 - (b) there is an outstanding order of a court, the Illinois Commerce Commission or other duly authorized authority directing termination,
 - (c) equipment owned by City has been tampered with or used in a manner disruptive to the service of other subscribers and City has reasonable grounds to believe Springfield Clinic is responsible for such tampering or use.
2. City may disconnect service to a Springfield Clinic without request by Springfield Clinic for any of the following reasons, provided it gives notice thereof at least eight (8) days prior to the proposed disconnection by mail or personally deliver to Springfield Clinic at the address of Springfield Clinic shown on City's books:
 - (a) Springfield Clinic fails to pay the bills rendered by City in accordance with the terms of these rules and the rates and charges set forth in this Contract.

3. If any notice is required under this Section, said notice shall state the date of, and the reason for, the proposed disconnection, and City's telephone number that Springfield Clinic may call during regular business hours for further information.

F. **Taxes.** The Springfield Clinic will be billed for and shall be responsible for any applicable state, local, and federal taxes and franchise fees.

G. **Cost of Collection.** The Springfield Clinic is responsible for any and all costs incurred in the collection of monies due the City, including legal and accounting expenses.

H. **Notices.** Any requirement for a notice in writing under this Agreement may be met by facsimile transmission with subsequent written confirmation, or by mail to the General Manager of the Office of Public Utilities, MCE 4th Floor, 800 East Monroe Street, Springfield, IL 62757 and to Chief Information Officer of Springfield Clinic LLP, 1025 South 6th Street, Springfield, IL 62703.

This Agreement shall take effect upon approval by the Council of the City of Springfield and by Springfield Clinic

CITY OF SPRINGFIELD,

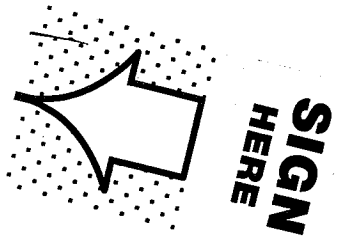
By: _____
J. Michael Houston, Mayor

Attest: _____
Cecilia K. Tumulty, City Clerk

Springfield Clinic LLP.

By: _____
Chief Financial Officer
Alan Nerone

Attest: _____
Shashi Tripathi, CIO



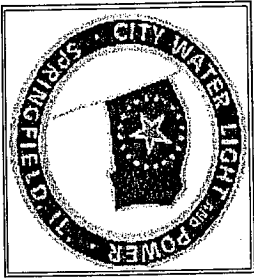


Exhibit A

[illegible]

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 04-08-15

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: N/A BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: minimal

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: Springfield Clinic, LLP 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 Springfield Clinic, LLP ("Clinic"), in exchange for payment by Clinic to the City in an estimated amount of \$35,820.00 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.

Clinic has requested a 10 Mbps connection from their facility at 1025 S. 6th Street to their facility at 901 S. Koke Mill. For this service, Clinic will pay \$995 per month for the two sites for the term of the contract over a 3 year period. The connection will be done by utilizing existing fiber and communication infrastructure at the two facilities.

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

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

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

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