

CITY COUNCIL AGENDA



SPRINGFIELD CITY COUNCIL MEETING

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

CONSENT AGENDA

2015-153 AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT #CS-12-05-40 THROUGH SEPTEMBER 13, 2017, WITH ARAMARK UNIFORM & CAREER APPAREL, INC., AND AUTHORIZING AN ADDITIONAL \$189,847.56 FOR A TOTAL NOT TO EXCEED \$569,542.68 FOR LINEN AND UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS **(Requested by Mayor J. Michael Houston)**

2015-154 AN ORDINANCE ACCEPTING PROPOSAL NO RFP #CS16-03 WITH HICKORY POINT BANK & TRUST, FOR MUNICIPAL PURCHASE FINANCING OF RADIOS AND EQUIPMENT FOR THE SPRINGFIELD FIRE DEPARTMENT IN THE PRINCIPLE AMOUNT NOT TO EXCEED \$450,000.00, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF SAID FUNDS FOR THE OFFICE OF BUDGET AND MANAGEMENT, **AS AMENDED (Requested by Mayor J. Michael Houston)**

2015-155 AN ORDINANCE AUTHORIZING PURCHASE OF RADIOS AND EQUIPMENT FROM MOTOROLA SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$591,863.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF \$450,000 FOR THE SPRINGFIELD FIRE DEPARTMENT, **AS AMENDED (Requested by Mayor J. Michael Houston)**

2015-157 AN ORDINANCE AUTHORIZING PAYMENT TO GARTH BROWNLOW, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-24683 **(Requested by Mayor J. Michael Houston)**

2015-158 AN ORDINANCE ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-02-100 – HEAVY EQUIPMENT MAINTENANCE AND REPAIRS AT DALLMAN WITH ROLAND MACHINERY COMPANY IN AN AMOUNT NOT TO EXCEED \$300,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-159 AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$3,693,000.00 TO THE ENERGY AUTHORITY, INC. FOR RESOURCE MANAGEMENT AND TRANSMISSION SCHEDULE FEES FOR FISCAL YEAR 2016 FOR THE ELECTRIC DIVISION FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-160 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-02-97 – OVERHEAD CABLE FOR A FIVE-YEAR TERM WITH WESCO DISTRIBUTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-161 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-02-105 – POLYETHYLENE PIPE FOR A FIVE- YEAR TERM WITH WESCO DISTRIBUTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES (**Requested by Mayor J. Michael Houston**)

2015-162 AN ORDINANCE VACATING A PORTION OF A PUBLIC ALLEY IN THE BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS TO DAVID L. VAN LIESHOUT (**Requested by Mayor J. Michael Houston**)

2015-163 AN ORDINANCE VACATING A PORTION OF A PUBLIC ALLEY IN THE BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS TO THE SPRINGFIELD ART ASSOCIATION OF EDWARDS PLACE (**Requested by Mayor J. Michael Houston**)

ORDINANCES AND RESOLUTIONS **TABLED OR REMAINING IN COMMITTEE**

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**)

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**)

2015-116 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, AS AMENDED (**Requested by Alderman Doris Turner and Alderman Sam Cahnman**) (**Remains in Committee 4/14/15**)

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, **AS AMENDED (Requested by Alderman Doris Turner and Alderman Sam Cahnman) (Remains in Committee 4/28/15)**

2015-156 AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH THE VILLAS DOWNTOWN SPRINGFIELD, LLC, FOR REDEVELOPMENT ASSISTANCE FOR THE PROPERTY LOCATED AT 300 EAST MADISON AND 227 NORTH 4TH STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS IN AN AMOUNT NOT TO EXCEED \$700,000.00 **(Requested by Mayor J. Michael Houston) (Remains in Committee 4/28/15)**

DEBATE AGENDA

2015-152 AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.18 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RESTRICTIONS ON ELIGIBILITY TO OBTAIN A LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL **(Requested by Mayor J. Michael Houston)**

2015-164 AN ORDINANCE AUTHORIZING THE WAIVER AND REFUND OF PAYMENT IN LIEU OF TAXES (PILOT) FROM THE OFFICE OF PUBLIC UTILITIES IN AN AMOUNT REQUIRED TO ESTABLISH NET REVENUE FOR THE FY2015 IN AN AMOUNT OF 125% OF THE CURRENT DEBT SERVICE REQUIREMENT, FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston and Alderman Sam Cahnman)**

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

2015-165 AN ORDINANCE AUTHORIZING THE EXECUTION OF A TENTATIVE AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 965, ON BEHALF OF THE OFFICE OF PUBLIC UTILITIES, FROM MAY 1, 2015, THROUGH APRIL 30, 2017 **(Requested by Mayor J. Michael Houston)**

2015-166 AN ORDINANCE AUTHORIZING PURCHASE AND INSTALLATION OF 25 ALTERNATIVE FUEL CONVERSION KITS FOR POLICE INTERCEPTORS FROM ICOM NORTH AMERICA, LLC IN AN AMOUNT NOT TO EXCEED \$175,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT **(Requested by Mayor J. Michael Houston)**

2015-167 AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS STATE POLICE FOR USE OF THE ACADEMY BY THE SPRINGFIELD POLICE DEPARTMENT TO ADMINISTER THE POWER TEST FOR NEW APPLICANTS ON JUNE 12, 2015 **(Requested by Mayor J. Michael Houston)**

2015-168 AN ORDINANCE DECLARING EIGHT UNCLAIMED BICYCLES BEING HELD IN THE SPRINGFIELD POLICE DEPARTMENT'S EVIDENCE ROOM TO BE SURPLUS PROPERTY AND AUTHORIZING THE SPRINGFIELD POLICE DEPARTMENT TO DONATE SAID BICYCLES TO CONTACT MINISTRIES AND SPRINGFIELD COMMUNITY FEDERATION **(Requested by Mayor J. Michael Houston)**

2015-169 AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CORBETT, AN OFFICE OF PUBLIC WORKS EMPLOYEE, TO SETTLE WORKERS COMPENSATION CLAIM NUMBER 14294E265753 **(Requested by Mayor J. Michael Houston)**

2015-170 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE15-01-92 – KNOTTS STREET ROOF REPAIR WITH DESIGNED ROOFING SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$145,250.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-171 AN ORDINANCE AUTHORIZING THE PURCHASE OF PARTS FOR THE C BALL MILL FROM METSO MINERALS INDUSTRIES, INC. IN AN AMOUNT NOT TO EXCEED \$115,017.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-172 AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF FOUR LEASE AGREEMENTS FOR A ONE-YEAR TERM FOR THE ADMINISTRATIVE SERVICES DIVISION FOR THE CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES **(Requested by Mayor J. Michael Houston)**

2015-173 AN ORDINANCE AUTHORIZING EXECUTION OF PLANNING YEAR 2016 TRANSPORTATION PLANNING AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FROM JULY 1, 2015, THROUGH JUNE 30, 2016, IN AN AMOUNT NOT TO EXCEED \$34,980.00 (MFT SECTION NO. 15-00300-00-ES) FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-174 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$34,980.00 MAY BE USED FOR THE CITY'S SHARE FOR PLANNING WORK OUTLINED IN THE TECHNICAL WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AND HIGHWAY ACT (SATS – SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 15-00300-00-ES, AS AMENDED, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

2015-175 AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR PROPERTY LOCATED AT 2601 TAYLOR AVENUE FROM JOSEPH NIELSEN FOR AN AMOUNT NOT TO EXCEED \$125,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE **(Requested by Mayor J. Michael Houston)**

2015-176 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$125,000.00 MAY BE USED TO PURCHASE REAL ESTATE INTEREST FROM JOSEPH NIELSEN FOR THE STANFORD AVENUE EXTENSION PROJECT FROM FOX BRIDGE ROAD TO TAYLOR AVENUE, MFT SECTION #12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor J. Michael Houston)**

UNFINISHED BUSINESS

NEW BUSINESS

CITIZEN REQUESTS TO ADDRESS CITY COUNCIL

EXECUTIVE SESSION

ADJOURNMENT

Cecilia K. Tumulty
Cecilia K. Tumulty
City Clerk

City Council Rules and Procedure:

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



Ordinances on the Consent Agenda

May 5, 2015

AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT #CS-12-05-40 THROUGH SEPTEMBER 13, 2017, WITH ARAMARK UNIFORM & CAREER APPAREL, INC., AND AUTHORIZING AN ADDITIONAL \$189,847.56 FOR A TOTAL NOT TO EXCEED \$569,542.68 FOR LINEN AND UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS

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 332-9-11, authorizing execution of Contract #CS-12-05-40 with Aramark Uniform & Career Apparel, Inc. for linen and uniform rental services for a two-year period from the date of signature for a total contract amount not to exceed \$189,847.56; and

WHEREAS, Addendum #1 to Contract #CS-12-05-40, authorized annual extensions by mutual agreement of the parties upon approval by the mayor and city council; and

WHEREAS, the City passed ordinance 303-9-13 authorizing extension of Contract #CS-12-05-40 through September 13, 2015, and authorizing additional payment of \$189,847.56 for a total amount not to exceed \$379,695.12 under Contract #CS-12-05-40; and

WHEREAS, the City desires to authorize the extension of Contract #CS-12-05-40 through September 13, 2017, and authorize additional payment in the amount of \$189,847.56 for a total amount not to exceed \$569,542.68 under Contract #CS-12-05-40 with Aramark Uniform & Career Apparel, Inc.

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

Section 1: That the City Council hereby approves extension of a contract through September 15, 2017, with Aramark Uniform & Career Apparel, Inc. and authorizes additional payment in the amount of \$189,847.56 for a total not to exceed \$569,542.68 under Contract #CS-12-05-40. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of \$189,847.56 to Aramark Uniform & Career Apparel, Inc. (0ARA 2600) for a total not to exceed \$569,542.68 from various account numbers in accordance with the terms of Contract #CS-12-05-40.

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

Requested by: Mayor J. Michael Houston

Mayor

Approved as to legal sufficiency:

Todd Greenberg 4/16/15
Office of Corporation Counsel Date



April 2, 2015

Via United States Mail

Office of Budget and Management
Municipal Circle West
Purchasing Division
300 S. 7th Street
Room 200
Springfield, Illinois
Attention: Jay Wavering, Purchasing Agent

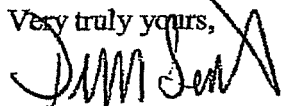
Re: Contract File Number CS12-05-40
Uniform and Linen Rental
City of Springfield, Illinois (City) Contract Renewal
Extension Term: September 13, 2015 through September 13, 2017

Dear Mr. Wavering:

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC (ARAMARK) is willing to extend its current contract with the City, which expires on September 13, 2015, for an additional two (2) years, expiring September 13, 2017, at the same pricing, terms and conditions as the existing contract.

Based on the current terms, conditions and prices in the existing contract, the renewed contract should have a commitment of \$189,847.56 for 104 weeks (2 year term).

Very truly yours,


Dean Scalia
Director of Business Planning

303 9 13

MA updated

AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT #CS-12-05-40 THROUGH SEPTEMBER 13, 2015, WITH ARAMARK UNIFORM & CAREER APPAREL, INC., AND AUTHORIZING AN ADDITIONAL \$189,847.56 FOR A TOTAL NOT TO EXCEED \$379,695.12 FOR LINEN AND UNIFORM RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS

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 332-9-11, authorizing execution of Contract #CS-12-05-40 with Aramark Uniform & Career Apparel, Inc. for linen and uniform rental services for a two-year period from the date of signature for a total contract amount not to exceed \$189,847.56; and

WHEREAS, Addendum #1 to Contract #CS-12-05-40, authorizes annual extensions by mutual agreement of the parties upon approval by the mayor and city council; and

WHEREAS, the City desires to authorize the extension of Contract #CS-12-05-40 through September 13, 2015, and authorize additional payment in the amount of \$189,847.56 for a total amount not to exceed \$379,695.12 under Contract #CS-12-05-40 with Aramark Uniform & Career Apparel, Inc.

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

Section 1: That the City Council hereby approves extension of a contract through September 15, 2015, with Aramark Uniform & Career Apparel, Inc. and authorizes additional payment in the amount of \$189,847.56 for a total not to exceed \$379,695.12 under Contract #CS-12-05-40. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of \$189,847.56 to Aramark Uniform & Career Apparel, Inc. (0ARA 2600) for a total not to exceed \$379,695.12 from various account numbers in accordance with the terms of Contract #CS-12-05-40.

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

PASSED: 9/3 2013

RECORDED: Sept 5 2013

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

Requested by: Mayor J. Michael Houston

SIGNED: 9/4, 2013

J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Yo, 8-15-13
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

April 21, 2015

OFFICE REQUESTING: Office of Budget&Management

CONTACT PERSON:

Jay Wavering

PHONE NUMBER:

217-789-2205, ext# 237

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

TYPE OF ORDINANCE: Contract Extension

FISCAL IMPACT: \$189,847.56

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

SUGGESTED TITLE:

An ordinance authorizing a two year extension of contract CS12-05-40 with Aramark Uniform & Career Apparel, LLC. for linen and uniform rental services through 9/13/2017 for an amount not to exceed \$569,542.68.

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

latest ordinance 303.9.13

extension letter from vendor

CONTRACTOR / VENDOR NAME: Aramark Uniform & Career Apparel, LLC.

VENDOR NO:

VC0000001725

CONTRACT TERM: 2 year contract extension

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$189,847.56

0 (Original amount if change order)

Change Order #

\$189,847.56

Additional Amount

Method of Purchase (check one)

Previous Ord #'s 303.9.13; 332.9.11

☐ Low Bid☒ Other: Contract Extension

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

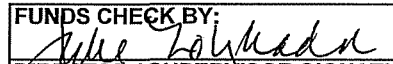
EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1			various		
2					
3					
4					

Agency	Org	Activity	Object	Amount
1		VARIOUS		
2				
3				
4				

FUNDS CHECK BY:

Date:


 DIRECTOR / SUPERVISOR SIGNATURE

Date:

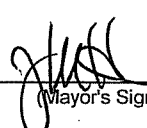

 CITY PURCHASING AGENT:

Date:

COMMENTS

This contract provides linen and uniform rental services to all City Departments. The contract has a clause that allows two year additional contract periods upon the mutual consent of both parties. The vendor has agreed to extend this contract until 9/13/2017 under the same terms, conditions and pricing. This ordinance authorizes the two year extension and an additional expenditure amount of \$189,847.56.

SIGN OFF:


 (Mayor's Signature)


 (Director of OBM)

AN ORDINANCE ACCEPTING PROPOSAL NO RFP #CS16-03 WITH HICKORY POINT BANK & TRUST, FOR MUNICIPAL PURCHASE FINANCING OF RADIOS AND EQUIPMENT FOR THE SPRINGFIELD FIRE DEPARTMENT IN THE PRINCIPLE AMOUNT NOT TO EXCEED \$450,000.00, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF SAID FUNDS FOR THE OFFICE OF BUDGET AND MANAGEMENT, AS AMENDED

**PROPOSED AMENDMENT NO. 1
FOR 2015-154**

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

WHEREAS, this ordinance approves and authorizes execution of Proposal No. CS16-03 with Hickory Point Bank & Trust, for municipal financing for the purchase of radios and equipment in the principle amount not to exceed ~~\$446,863.00~~ \$450,000.00 for the term of three years; and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors for this financing pursuant to Section 38.38 of the 1988 City of Springfield Code of Ordinances, as amended; and

WHEREAS, Hickory Point Bank & Trust submitted the winning proposal with interest rates most favorable for the City; and

WHEREAS, the proposal documents with Hickory Point Bank shall be located in the Office of the City Clerk; and

WHEREAS, the City Purchasing Agent has made a determination that these services are exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding because it is neither practicable nor advantageous pursuant to Section 38.38 regarding Competitive Sealed Proposals and has also determined that requirements of 38.38(a) have been satisfied; and

WHEREAS, it is in the best interest of the City to accept proposal RFP #CS16-03 with Hickory Point Bank & Trust; and

WHEREAS, a copy of RFP #CS16-03 shall be located in the Office of the City Clerk; and

WHEREAS, the Office of Budget and Management is requesting a supplemental appropriation in the amount of \$450,000.00 from funds received from Hickory Point Bank & Trust into revenue account ~~001-107-GENC-VAR-1810~~ 001-108-FIRE-FOPR-8011 to be used to purchase the radios and equipment for the Springfield Fire Department.

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

Section 1: That the City Council hereby accepts RFP #CS16-03 with Hickory Point Bank & Trust, copy of which shall be located in the Office of the City Clerk, for municipal purchase of radios and equipment for the Springfield Fire Department. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to effectuate a supplemental appropriation of \$450,000.00 from funds received from Hickory Point Bank & Trust pursuant to RFP #CS16-03 into revenue account ~~001-107-GENC-VAR-1810~~ 001-108-FIRE-FOPR-8011.

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

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

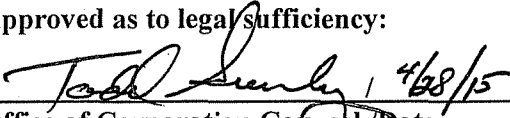
RECORDED: _____, 2015

ATTEST: _____
City Clerk

Mayor

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 4/28/15

Office of Corporation Counsel / Date

**AN ORDINANCE AUTHORIZING PURCHASE OF RADIOS AND
EQUIPMENT FROM MOTOROLA SOLUTIONS IN AN AMOUNT NOT TO
EXCEED \$591,863.00 AND AUTHORIZING A SUPPLEMENTAL
APPROPRIATION OF ~~\$446,863.00~~ \$450,000.00 FOR THE SPRINGFIELD
FIRE DEPARTMENT, AS AMENDED**

**PROPOSED AMENDMENT NO. 1
FOR 2015-155**

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

WHEREAS, the Springfield Fire Department desires to purchase radios and equipment; and

WHEREAS, the City Purchasing Agent has made a determination that Motorola Solutions is the sole source provider of these radios and equipment, therefore, 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, it is in the best interest of the City to purchase the radios and equipment from Motorola Solutions for an amount not to exceed \$591,863.00 pursuant to Quote Number: QU0000314589; and

WHEREAS, by companion ordinance the Office of Budget and Management is securing funds from Hickory Point Bank & Trust to be used for these purchases; and

WHEREAS, the Springfield Fire Department is requesting a supplemental appropriation of \$446,863.00 from funds received from Hickory Point Bank & Trust; and

WHEREAS, a copy of Quote Number QU0000314589 from Motorola Solutions will be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes purchase of radios and equipment for an amount not to exceed \$591,863.00 from Motorola Solutions pursuant to Quote Number: QU0000314589 for the Springfield Fire Department. The Mayor and City Clerk are authorized to execute all necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to effectuate a supplemental appropriation in the amount of ~~\$446,863.00~~ \$450,000.00 from funds received from Hickory Point Bank & Trust into expenditure account 001-108-FIRE-FOPR-1706.

Section 3: That the Office of Budget and Management is authorized to make payments to Motorola Solutions NB16-32C (MOT2800) for an amount not to exceed ~~\$51,863.00~~ \$591,863.00 from account 001-108-FIRE-FOPR-1706.

Section 4: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 5: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Shenberg / 4/28/15
Office of Corporation Counsel /Date

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH THE VILLAS DOWNTOWN SPRINGFIELD, LLC, FOR REDEVELOPMENT ASSISTANCE FOR THE PROPERTY LOCATED AT 300 EAST MADISON AND 227 NORTH 4TH STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS IN AN AMOUNT NOT TO EXCEED \$700,000.00

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

WHEREAS, in accordance with "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, *et seq.* and pursuant to ordinance numbers 906-12-81, 907-12-81, and 908-12-81, the City established the Central Area Tax Increment Financing Redevelopment Project Area and a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the downtown area; and

WHEREAS, 300 East Madison and 227 North 4th Street lie within the Project Area and redevelopment of the area is a TIF-eligible project pursuant to the Plan; and

WHEREAS, The Villas Downtown Springfield, LLC ("Redeveloper") desires assistance for site acquisition and site preparation, including utility work, for the property located at 300 East Madison and 227 North 4th Street; and

WHEREAS, the City proposes to provide the Redeveloper financial assistance in a total amount not to exceed \$700,000.00 to assist the Redeveloper with building rehabilitation on the property utilizing tax increment financing funds; and

WHEREAS, it is necessary to enter into an agreement with the Redeveloper; and

WHEREAS, a copy of the agreement will 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 execution of a redevelopment agreement with The Villas Downtown Springfield, LLC, for financial assistance in a total amount not to exceed \$700,000.00 for acquisition and rehabilitation of the property located at 300 East Madison and 227 North 4th Street utilizing Central Area tax increment financing funds. The Mayor and City Clerk are authorized to execute the Redevelopment Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to make payment to The Villas Downtown Springfield, LLC, in an amount not to exceed \$700,000.00 from account number 084-111-DEVL-SPAL-2110 upon satisfactory completion of the project.

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

ATTEST: _____
City Clerk

Requested by: Mayor J. Michael Houston

Approved as to legal sufficiency:

_____ 4/16/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO. 2008-156/15
DATE OF 1ST READING: 04-27-15OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENTCONTACT PERSON: Michael J. FarmerPHONE NUMBER: 789-2377EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Redevelopment AgreementFISCAL IMPACT: 700k TIF

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE VILLAS DOWNTOWN SPRINGFIELD, LLC, FOR REDEVELOPMENT ASSISTANCE FOR THE PROPERTY LOCATED AT 300 EAST MADISON AND 227 NORTH 4TH STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS THROUGH THE OFFICE OF PLANNING & ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$700,000.00.

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

Redevelopment AgreementCONTRACTOR / VENDOR NAME The Villas Downtown Springfield, LLC

VENDOR NO: _____

CONTRACT TERM: September 30, 2016Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$700,000.00

(Original amount if change order)

N/A

Change Order #

N/A

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	084	111	DEVL	SPAL	2110	700,000.00
2						
3						
4						

FUNDS CHECK BY: Michael J. Farmer RD 04/10/15 Date: 4-8-2015

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Requesting the use of CATIF funds in the amount of \$700,000 for acquisition and site preparation, including utility work, at 300 East Madison and 227 North 4th Street. Total project cost is \$9,675,000; TIF represents 7% of those costs.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9612

REDEVELOPMENT AGREEMENT**BETWEEN****THE CITY OF SPRINGFIELD, ILLINOIS****AND****THE VILLAS DOWNTOWN SPRINGFIELD, LLC**

THIS AGREEMENT, entered into on or as of the ____ day of _____, 2015, by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **THE VILLAS DOWNTOWN SPRINGFIELD, LLC** an Illinois limited liability company, located at 111 Perry Street, Suite 300, Davenport, Iowa, 52801, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Central Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the downtown area, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is seeking to acquire certain contiguous real property located at 300 East Madison and 227 North Street, in Springfield, Illinois (Tax Identification Numbers 14-27-355-001, 14-27-355-002, 14-27-355-003, and 14-27-355-004); and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed seven hundred thousand dollars (\$700,000.00), to assist Redeveloper with building rehabilitation on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., and as it amended and supplemented from time to time.

“Agreement” means this Redevelopment Agreement and all addenda and exhibits hereto.

“Authorized Representative” means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

“City” means the City of Springfield, Illinois.

“Plan” shall have the meaning set forth in the preamble to this Agreement.

“Project” means: acquisition and site preparation, including utility work, of the contiguous property located at 300 East Madison and 227 North Street, Springfield, Illinois (Tax Identification Numbers 14-27-355-001, 14-27-355-002, 14-27-355-003, and 14-27-355-004) in accordance with the terms and conditions of this Agreement and the law.

“Project costs” means only those costs as specified in the particular provision.

“Redeveloper” means The Villas Downtown Springfield, LLC and its successors or assigns hereunder.

“Redevelopment Assistance”, sometimes “Assistance”, means any payments to be made to Redeveloper from available tax increment funds for the Project.

“Redevelopment Project Area” means the City of Springfield Central Area Redevelopment Project Area, as adopted by the City.

“Site” means the contiguous real property located at 300 East Madison and 227 North Street, Springfield, Illinois, (Tax Identification Numbers 14-27-355-001, 14-27-355-002, 14-27-355-003, and 14-27-355-004) at which the Project is to be located.

B. Construction of Words

The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND REDEVELOPMENT ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to Redeveloper in order to develop the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed seven hundred thousand dollars (\$700,000.00), to assist Redeveloper with the Project. Redevelopment Assistance shall only be used by Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and The Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for costs of site acquisition and site preparation, including utility work, of 300 East Madison and 227 North Street (Tax Identification Numbers 14-27-355-001, 14-27-355-002, 14-27-355-003, and 14-27-355-004), in Springfield, Illinois.

3. All Assistance shall only be provided upon City approval of cost receipts and lien waivers submitted to City by the Redeveloper. City shall provide Assistance in progress payment installments as the work is performed by Redeveloper. Redeveloper shall submit periodic requests for reimbursement in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper 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.

C. Undertaking of Redeveloper

The Redeveloper agrees to rehabilitate the structures situated thereon in accordance with the law and this Agreement. Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING DEVELOPMENT ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Documentation and verification that Redeveloper has paid State Prevailing Wage for the Project;

G. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the Project. All receipts must be separated by specific project;

H. Such other documents, resolutions and other items reasonably required by the City.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes in Plans

If, during the course of initial construction, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than September 30, 2016, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development. City acknowledges that Redeveloper intends to assign this task to its architect, however the Redeveloper shall retain the obligation that such progress reports are submitted.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any

contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

(a) This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed within the Redevelopment area which is funded by tax increment funds or other public funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Plan, this Agreement and the state Prevailing Wage Law.

(b) All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

(c) All Redevelopers, Contractors and Subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, Contractors and Subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, Contractors and Subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: Office of Planning and Economic Development, City of Springfield, Illinois, 800 East Monroe, Room 108, Springfield, Illinois, 62701.

(d) If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

(e) It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et seq.*).

K. Disclosure of Information

Redeveloper shall provide to the City the following:

- (1) A complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

- (2) A statement that Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (3) A statement that Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period immediately preceding the date of the application for Assistance.

If any of the information provided by subsections (1) through (3) above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all Assistance provided shall be immediately returned by the Redeveloper to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the proceeds of the Tax Increment Funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the Tax Increment Funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the

Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan adopted by the City. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or his designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the City.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memo

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

a. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld.

b. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

Redeveloper shall cause the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental

agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the Redevelopment Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of my obligation or agreement on the part of the defaulting party herein contained, the Redeveloper agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver

of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and/or its contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and/or its contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

B. Advertising

The Redeveloper and/or its contractor will in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Redeveloper: The Villas Downtown Springfield, LLC
111 Perry Street, Suite 300
Davenport, IA 52801

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

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

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

Cecilia K. Tumulty, City Clerk

By: _____
Mayor, J. Michael Houston

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 **J. Michael Houston**, 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 _____ day of _____, 2015.

Notary Public

Remainder of Page Intentionally Left Blank

REDEVELOPER:**THE VILLAS DOWNTOWN SPRINGFIELD, LLC**By: Pat Sherman, Managing Member

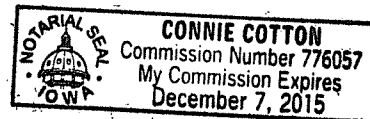
STATE OF IOWA)

COUNTY OF SCOTT)

On this 7th day of April, 2015, before me personally appeared Patrick W. Sherman, known to me to be the person who executed the above and foregoing Redevelopment Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this Redevelopment Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

Connie Cotton

Notary Public



**AN ORDINANCE AUTHORIZING PAYMENT TO GARTH BROWNLOW,
AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF
A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 13-WC-
24683**

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, Garth Brownlow was a relief operating engineer for the Office of Public Utilities on April 8, 2012, and reported an injury to his arms, shoulders and neck when he fell while pushing a wheeled cart up a ramp; and

WHEREAS, Mr. Brownlow underwent conservative care and was sent for an MRI due to continued pain complaints and the MRI revealed a cervical disc herniation and surgery was recommended; and

WHEREAS, Mr. Brownlow underwent a cervical fusion in September of 2013 long with injections in his shoulder and was able to return to work light duty in October of 2013 and full duty in March of 2014; and

WHEREAS, Mr. Brownlow filed a workers compensation claim (case number 13-WC-24683) and is willing to settle his claim in the amount of \$78,275.25 representing a permanent partial disability equivalent to 22.5% loss of use of a man as a whole; and

WHEREAS, Livingstone, Mueller, O'Brien & Davlin, P.C., the City's workers compensation advisors, recommend payment of \$78,275.25 to Mr. Brownlow to settle his workers' compensation claim for case number 13-WC-24683.

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

Section 1: That the City Council hereby authorizes payment of \$78,275.25 to Garth Brownlow, an employee with the Office of Public Utilities, to settle a workers' compensation claim for case number 13-WC-24683 representing a permanent partial disability equivalent to 22.5% loss of use of a man as a whole. The Mayor and City Clerk are hereby authorized to execute any necessary documents to settle these claims on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$78,275.25 to Garth Brownlow and his attorney Randall Wolter, from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement.

Section 3: That the Office of Public Utilities is hereby directed to pay Account Number 074-107-BMGT-WCMP-5002 the sum of \$78,275.25.

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

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenburg 4/16/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 2015-157
 DATE OF 1ST READING: April 21, 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: \$78,275.25

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO GARTH BROWNLOW, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE,
 FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIM CASE NUMBER 13 WC 24683

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

CONTRACTOR / VENDOR NAME: Garth Brownlow and attorney Randall Wolter

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	78,275.25
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$78,275.25
2						

DATE OF HIRE: 06/19/03

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Garth Brownlow was a relief operating engineer for the Office of Public Utilities, and on April 8, 2012 reported an injury to his arms, shoulders and neck when he fell while pushing a wheeled cart up a ramp. He underwent conservative care and was sent for an MRI due to continued pain complaints. The MRI revealed a cervical disc herniation and surgery was recommended. Mr. Brownlow underwent a cervical fusion in September of 2013 along with injections in his shoulder. He was able to return to work light duty in October of 2013 and full duty in March of 2014. He filed a workers compensation claim (case number 13 WC 24683) and is willing to settle his claim in the amount of \$78,275.25 representing a permanent partial disability equivalent to 22.5% MAW. Livingstone, Mueller, O'Brien and Davlin, P.C. the city's legal advisors, recommend payment of \$78,275.25 to Mr. Brownlow to settle his workers' compensation claim for case number 13 WC 246383.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

No.GFO-253

AN ORDINANCE ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF
CONTRACT UE15-02-100 – HEAVY EQUIPMENT MAINTENANCE AND REPAIRS AT
DALLMAN WITH ROLAND MACHINERY COMPANY IN AN AMOUNT NOT TO EXCEED
\$300,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-100 – Heavy Equipment Maintenance and Repairs in the amount of \$300,000.00, for the City of Springfield Office of Public Utilities' Dallman Power Plant Complex, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-100 was placed, and

WHEREAS, Roland Machinery Company ("Roland") submitted the low evaluated bid for the maintenance and repair of Dallman Power Plant heavy equipment such as excavators, wheel loaders and crawlers used by the utility for coal handling operations to include cleaning and maintaining the ash ponds, the flue gas desulfurization system, scrubber landfill, and the water filter plant lime ponds, 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. UE15-02-100.

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 low bid from Roland for Contract UE15-02-100 – Heavy Equipment Maintenance and Repairs at Dallman in an amount not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) for the City of Springfield Office of Public Utilities' Dallman Power Plant Complex.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with Roland 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 Roland for the total maximum amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) from Account No. 102-100-CABF-7721-1205 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

Todd Greenberg 4/16/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

2015-158

AGENDA NUMBER:

DATE OF 1ST READING:

04-21-15

ORDINANCE REQUEST NUMBER:

GFO-253

DEPARTMENTAL INFORMATIONOFFICE REQUESTING: PUBLIC UTILITIESSTAFF MEMBER: TRACY JOHANSSONEMERGENCY PASSAGE: YES/NO If yes, list justification.**BUDGETARY/STAFFING INFORMATION**FISCAL IMPACT: \$ 300,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: The vendor will provide the labor necessary to maintain and repair the equipment.

TYPE OF ORDINANCE: Bid Contract UE15-02-100

ACCOUNTING INFORMATION: 102-100-CABF-7721-1205

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

PRIOR ORDINANCE INFORMATION: Not Applicable

VENDOR/AWARD INFORMATIONCONTRACTOR NAME: Roland Machinery Company CONTRACT AMOUNT: \$ 300,000.00
(Original Amount if Change Order)CONTRACT TERM: One year TYPE OF AWARD: Bid Contract: Low Evaluated BidCHANGE 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: _____

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 routine, annual ordinance for maintenance & repair of heavy equipment.

This ordinance accepts the low evaluated bid for Contract UE15-02-100 from Roland Machinery Company ("Roland") for the maintenance & repair of heavy equipment at the power plant. This contract authorizes the utility to spend up to \$300,000.00 over the one-year contract term for these services.

The Dallman Power Plant Complex uses this equipment in its coal handling operations. This equipment also is used to clean and maintain the ash ponds, scrubber landfill, and filter plant lime ponds. Regular maintenance is essential for the equipment to operate efficiently. This contract specifies technician regular and overtime hourly rates, as well as service costs for specified equipment.

There were 3 bidders on this contract; 2 are in the city limits & 1 is in the county. Roland is a local city vendor. With the 2% net local vendor preference applied, Roland was the low evaluated bidder.

Last year, the Council authorized \$375,000 for this contract and awarded it to Martin Equipment of Illinois, Inc.

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

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

9623

**AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$3,693,000.00
TO THE ENERGY AUTHORITY, INC. FOR RESOURCE MANAGEMENT AND TRANSMISSION SCHEDULE
FEES FOR FISCAL YEAR 2016 FOR THE ELECTRIC DIVISION FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, this Ordinance authorizes payment of fees to The Energy Authority, Inc. (TEA) for resource management services and variable operating transmission schedule costs for Fiscal Year 2016, for the Office of Public Utilities' Electric Division Transmission, Distribution and Operations Department in the total amount not to exceed \$3,693,000.00, and

WHEREAS, Ordinance No. 142-03-05 authorized the City of Springfield to enter into a Restated and Amended Resource Management Agreement with TEA which allows the organization to perform Market Participant functions for the City in the Midcontinent Independent Systems Operator, Inc. ("MISO") Energy Market, and

WHEREAS, this Ordinance was later amended by Ordinance No. 460-07-08 to address additional requirements on the Market Participants, and

WHEREAS, TEA is responsible for paying the utility's share of MISO variable operating (transmission schedule) costs, and

WHEREAS, as the utility is a MISO Transmission Owner, MISO distributes a share of the transmission revenues it receives from transmission customers back to the utility.

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 payment to TEA for resource management fees and variable operating transmission schedule costs for Fiscal Year 2016, in the total maximum amount not to exceed Three Million Six Hundred Ninety-Three Thousand Dollars and No Cents (\$3,693,000.00) for the Office of Public Utilities' Electric Division Transmission, Distribution and Operations Department.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to payment of said fees and costs to TEA 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 TEA for the total maximum amount of Three Million Six Hundred Ninety-Three Thousand Dollars and No Cents (\$3,693,000.00) from Account Nos. 102-100-CBD-7756-1228, 102-100-CBD-7780-1228 and 102-100-CBD-7773-1232 is hereby authorized, approved and directed.

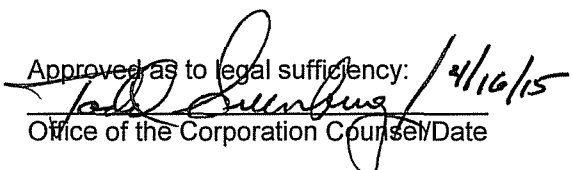
Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: _____, 2015 SIGNED: _____

RECORDED: _____, 2015 _____

MAYOR

ATTEST: _____, 2015

Approved as to legal sufficiency:  4/16/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 04-21-15ORDINANCE REQUEST NUMBER: JK-031**DEPARTMENTAL INFORMATION**OFFICE REQUESTING: PUBLIC UTILITIESSTAFF MEMBER: TRACY JOHANSSONEMERGENCY PASSAGE: YES/NO If yes, list justification.**BUDGETARY/STAFFING INFORMATION**FISCAL IMPACT: \$ 3,693,000.00BUDGETED: YES/NONEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: annual fees under existing contract

ACCOUNTING INFORMATION: 102-100-CBD-7756-1228, 102-100-CBD-7780-1228 & 102-100-CBD-7773-1232

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

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATIONCONTRACTOR NAME: The Energy Authority, Inc.CONTRACT AMOUNT: \$ 3,693,000.00

(Original Amount if Change Order)

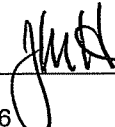
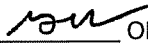
CONTRACT TERM: FY2016 TYPE OF AWARD: _____CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0.00**STAFF ANALYSIS:** (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a recurring ordinance for the payment of various fees to maintain the ability to participate in the energy market.

This Ordinance authorizes payment in an amount not to exceed \$3,693,000.00 to The Energy Authority, Inc. (TEA) for various fees and costs during Fiscal Year 2016.

As the City's marketing participant, TEA is responsible for paying the utility's share of Midcontinent Independent Systems Operator, Inc. (MISO) variable operating (transmission schedule) costs, resource management fees, schedule 10/11 fees & schedule 26/26A fees. A majority of these costs involve the charges required for the utility to serve its native load pursuant to the terms of Schedule 10: Demand, Energy, and Federal Energy Regulatory Commission (FERC) Charges of the MISO tariff. As the Office of Public Utilities is a MISO Transmission Owner, MISO distributes a share of the transmission revenues it receives from transmission customers back to the utility.

These fees and costs are pursuant to an existing contract with TEA.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE15-02-97 – OVERHEAD CABLE FOR A FIVE-YEAR TERM WITH
WESCO DISTRIBUTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-97 – Overhead Cable with WESCO Distribution, Inc. ("WESCO"), in an amount not to exceed \$500,000.00 for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-97 was placed, and

WHEREAS, WESCO submitted the low 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. UE15-02-97.

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 WESCO for Contract UE15-02-97 – Overhead Cable in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for the Office of Public Utilities.

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

Section 3. The Payment to WESCO for the total maximum amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from Account No. 102-100-CBC-1541-1403 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

ATTEST: _____

MAYOR

Approved as to legal sufficiency

John Greenburg 4/16/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-160
DATE OF 1ST READING: 04-21-15
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: \$500,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE15-02-97

ACCOUNTING INFORMATION: Account No. 102-100-CBC-1541-1403

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: WESCO Distribution, Inc. CONTRACT AMOUNT: \$ 500,000.00
(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 & inventory control of overhead cable.

This ordinance accepts Contract UE15-02-97 in an amount not to exceed \$500,000.00, with WESCO Distribution, Inc. ("WESCO"), to purchase overhead cable for the electric division. This ordinance covers anticipated annual needs for the next 5 years. The ordinance total represents estimated quantities. The vendor is not guaranteed a minimum amount. Only materials needed during the contract period will be ordered.

There were 3 bidders on this contract. None are local vendors.

Five years ago, we awarded this contract for \$1,200,000.00.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE15-02-105 – POLYETHYLENE PIPE FOR A FIVE-YEAR TERM WITH
WESCO DISTRIBUTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-02-105 – Polyethylene Pipe with WESCO Distribution, Inc. ("WESCO"), in an amount not to exceed \$500,000.00 for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-02-105 was placed, and

WHEREAS, WESCO submitted the low 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. UE15-02-105.

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 WESCO for Contract UE15-02-105 – Polyethylene Pipe in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for the Office of Public Utilities.

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

Section 3. The Payment to WESCO for the total maximum amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from Account No. 102-100-CBC-1541-1403 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

SIGNED: _____

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency
Todd Greenburg / 4/16/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 2015-161
DATE OF 1ST READING: 04-21-15
ORDINANCE REQUEST NUMBER: MLM-280

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$500,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE15-02-105

ACCOUNTING INFORMATION: Account No. 102-100-CBC-1541-1403

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: WESCO Distribution, Inc. CONTRACT AMOUNT: \$ 500,000.00
(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

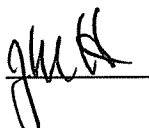
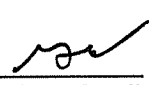
STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard, recurring ordinance for the purchase & inventory control of polyethylene pipe.

This ordinance accepts Contract UE15-02-105 in an amount not to exceed \$500,000.00, with WESCO Distribution, Inc. ("WESCO"), to purchase polyethylene pipe for the electric division. This ordinance covers anticipated annual needs for the next 5 years. The ordinance total represents estimated quantities. The vendor is not guaranteed a minimum amount. Only materials needed during the contract period will be ordered.

There were 2 bidders on this contract. Neither are local vendors.

Five years ago, we awarded this contract for \$501,669.00.

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

Please return to:
 City Clerk
 Municipal Center West
 300 South Seventh Street
 Springfield, Illinois 62701

**AN ORDINANCE VACATING A PORTION OF A PUBLIC ALLEY IN THE
 BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS
 TO DAVID L. VAN LIESHOUT**

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, David L. Van Lieshout ("Petitioner") has petitioned the City Council requesting vacation of a portion of the public alley described as follows:

Part of B. S. Edward's 2nd North Addition to the City of Springfield in the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin set at the Southeast corner of Lot 8 of said B. S. Edward's 2nd North Addition; thence south 01 degrees 02 minutes 55 seconds East, a distance of 5.00 feet to an iron pin set; thence South 88 degrees 51 minutes 05 seconds West, a distance of 152.06 feet to an iron pin set on the East right of way line of North Fourth street; thence North 01 degrees 02 minutes 56 seconds West on said East right of way line, a distance of 5.00 feet to an iron pin set at the Southwest corner of said Lot 8; thence North 88 degrees 51 minutes 05 seconds East on the South line of said Lot 8, a distance of 152.06 feet to the point of beginning. Containing (760 square feet) 0.018 acres, more or less.

WHEREAS, attached hereto as Exhibit A is the plat of vacation depicting the area that the Petitioner seeks to vacate; and

WHEREAS, the reason for the petition to provide a buffer between this property owner and the proposed expansion to the Springfield Art Association; and

WHEREAS, the vacation of alley transfers all maintenance responsibility from the City to the Petitioner for this alley.

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

Section 1: That the public area legally described above and in the Vacation Plat attached hereto as Exhibit A is hereby vacated by the City of Springfield, Illinois, and conveyed to David L. Van Lieshout subject to and upon the conditions that there shall be, and there hereby are, reserved to the City of Springfield, Illinois, all present rights of ownership and use of the public service facilities of said city now located in said vacated area, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that all present rights of ownership and use of all public service facilities now located in said vacated area and which are not owned and operated by the City of Springfield shall be, and they are, reserved to the municipality or public utility presently owning the same, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that there shall be reserved to the City and any such other municipality or public utility the necessary easements and rights of way for the maintenance, renewal and reconstruction of said public service facilities presently located in said vacated area, so that any and all of such public service facilities, whether publicly or privately owned, may continue to be used in the public service.

Section 2: That the City Clerk is directed to record a copy of this ordinance together with the plat in the Office of the Sangamon County Recorder of Deeds.

Section 3: That this ordinance shall become effective upon affirmation vote of three fourths of the City Council now holding office and the recording of the conveyances to the City of Springfield.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenburg / 4/16/15

Office of Corporation Counsel/ Date

FOR: DAVID L VAN LIESHOUT
814 N 4TH ST
SPRINGFIELD, IL 62702

2015-162



CAPITAL TOWNSHIP

LEGAL DESCRIPTION

Part of B.S. Edward's 2nd North Addition to the City of Springfield in the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin set at the Southeast corner of Lot 8 of said B.S. Edward's 2nd North Addition; thence South 01 degrees 02 minutes 55 seconds East, a distance of 5.00 feet to an iron pin set; thence South 88 degrees 51 minutes 05 seconds West, a distance of 152.06 feet to an iron pin set on the East right of way line of North Fourth Street; thence North 01 degrees 02 minutes 56 seconds West on said East right of way line, a distance of 5.00 feet to an iron pin set at the Southwest corner of said Lot 8; thence North 88 degrees 51 minutes 05 seconds East on the South line of said Lot 8, a distance of 152.06 feet to the point of beginning. Containing (760 square feet) 0.018 acres, more or less.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

4/21/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: Robert Lowe

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Vacation

FISCAL IMPACT: +\$700.00

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

SUGGESTED TITLE:

AN ORDINANCE VACATING A PORTION OF THE ALLEY IN THE BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS TO DAVID L. VAN LIESHOUT

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

Petition

Appraisal

Location Map

Copy of the check

Plat of Vacation

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	Object	Amount
1	001	110	STRS	STRS	0270	\$ 700.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Nathan Bolton

4/10/2015

CITY PURCHASING AGENT:

Date:

COMMENTS

THE VACATION OF THIS RIGHT-OF-WAY IS TO PROVIDE A BUFFER BETWEEN THIS PROPERTY OWNER AND THE PROPOSED EXPANSION TO THE SPRINGFIELD ART ASSOCIATION.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

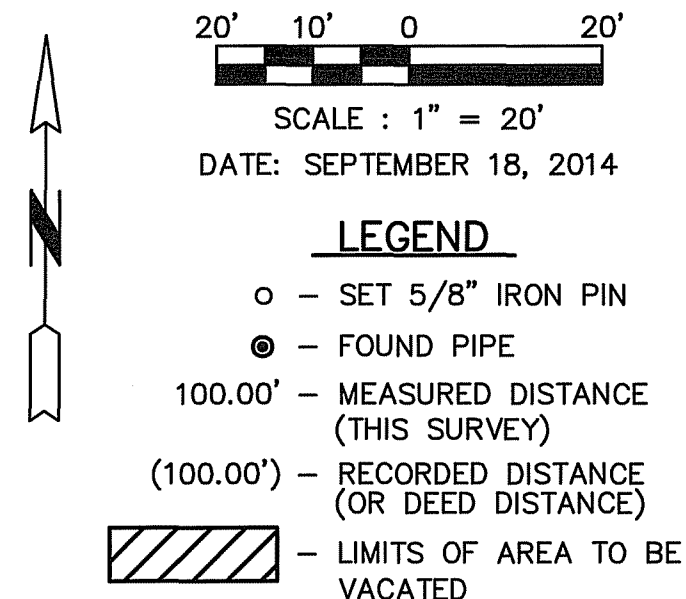
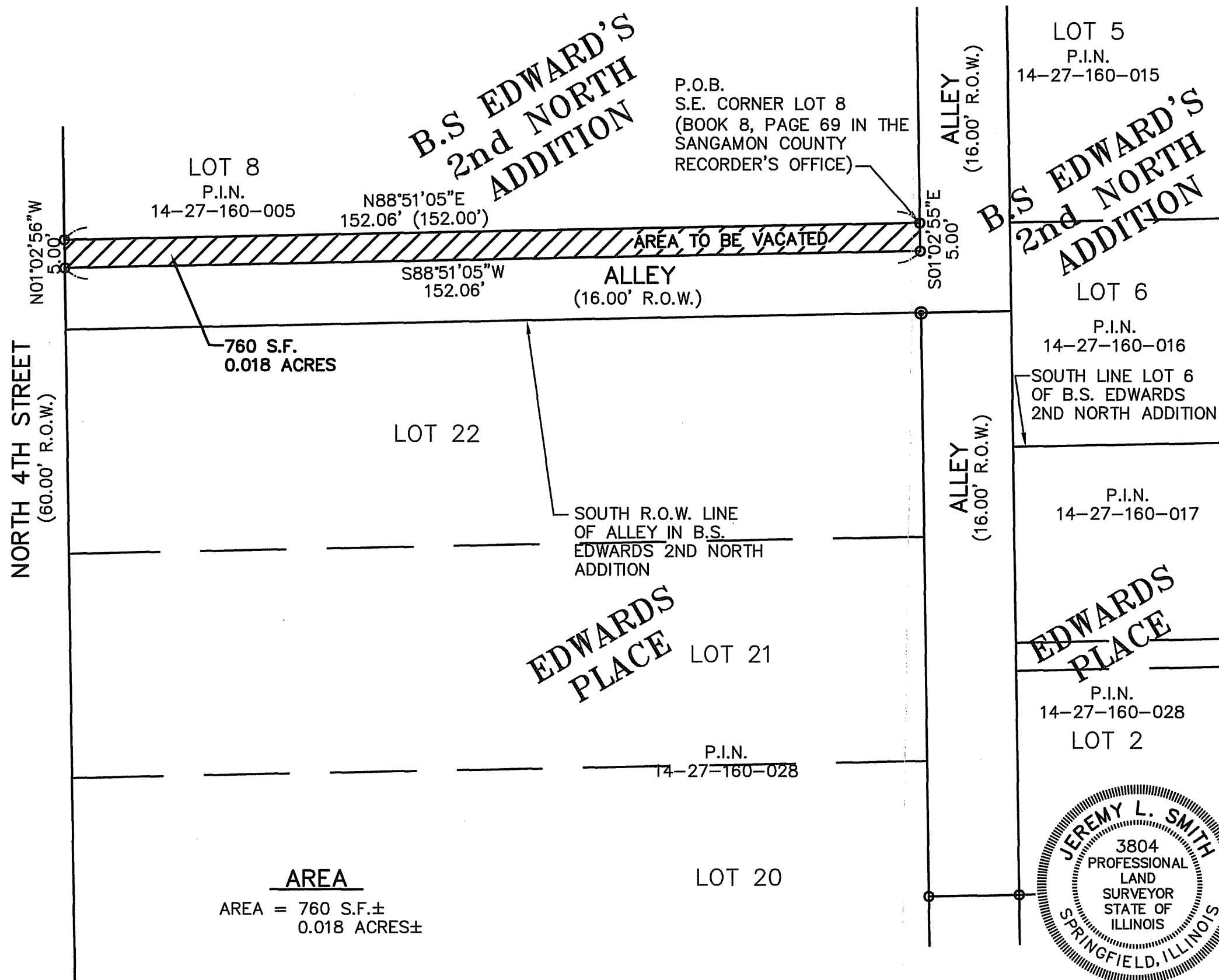
9613

CAPITAL TOWNSHIP

PLAT OF VACATION

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 27, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3rd
PRINCIPAL MERIDIAN.

2015-162



FIELD WORK COMPLETED SEPTEMBER, 2014.

— BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 — WEST ZONE).

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, PER MAP NUMBER 17167C0242F,
(AREA NOT PRINTED PER F.E.M.A.).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF SEPTEMBER, 2014,
I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY
AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID
SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : SEPTEMBER 24 2014

LICENSE EXP. DATE : NOV. 30, 2014

Please return to:
 City Clerk
 Municipal Center West
 300 South Seventh Street
 Springfield, Illinois 62701

**AN ORDINANCE VACATING A PORTION OF A PUBLIC ALLEY IN THE
 BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS
 TO THE SPRINGFIELD ART ASSOCIATION OF EDWARDS PLACE**

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

WHEREAS, The Springfield Art Association of Edwards Place ("Petitioner") has petitioned the City Council requesting vacation of a portion of the public alley described as follows:

Part of Edwards place and B.S. Edward's 2nd North Addition to the City of Springfield in the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a pipe found at the Northeast corner of Lot 22 of said Edwards Place; thence South 01 degrees 02 minutes 55 seconds East on the east line of said Lot 22, a distance of 13.00 feet to an iron pin set at the point of beginning.

From said point of beginning; thence North 88 degrees 51 minutes 05 seconds East, a distance of 16.03 to an iron pin set on the West Line of Lot 6 of said B.S. Edward's 2nd North Addition; thence South 01 degrees 05 minutes 06 seconds East, a distance of 91.29 feet to the Southwest corner of Lot 2 of Edwards Place; thence South 88 degrees 57 minutes 05 seconds West, a distance of 16.09 feet to a point on the East line of Lot 20 of said Edwards Place; thence North 01 degrees 02 minutes 55 seconds West, a distance of 91.26 feet to the point of beginning. Containing (1, 466 square feet) 0.034 acres, more or less.

WHEREAS, attached hereto as Exhibit A is the plat of vacation depicting the area that the Petitioner seeks to vacate; and

WHEREAS, the reason for the vacation of this right-of-way is to facilitate the proposed expansion to the Springfield Art Association of Edwards Place; and

WHEREAS, the vacation of alley transfers all maintenance responsibility from the City to the Petitioner for this alley.

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

Section 1: That the public area legally described above and in the Vacation Plat attached hereto as Exhibit A is hereby vacated by the City of Springfield, Illinois, and conveyed to the Springfield Art Association of Edwards Place subject to and upon the conditions that there shall be, and there hereby are, reserved to the City of Springfield, Illinois, all present rights of ownership and use of the public service facilities of said city now located in said vacated area, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that all present rights of ownership and use of all public service facilities now located in said vacated area and which are not owned and operated by the City of Springfield shall be, and they are, reserved to the municipality or public utility presently owning the same, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that there shall be reserved to the City and any such other municipality or public utility the necessary easements and rights of way for the maintenance, renewal and reconstruction of said public service facilities presently located in said vacated area, so that any and all of such public service facilities, whether publicly or privately owned, may continue to be used in the public service.

Section 2: That the City Clerk is directed to record a copy of this ordinance together with the plat in the Office of the Sangamon County Recorder of Deeds.

Section 3: That this ordinance shall become effective upon affirmation vote of three fourths of the City Council now holding office and the recording of the conveyances to the City of Springfield.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 4/16/15
Office of Corporation Counsel/ Date

OWNER: SPRINGFIELD ART ASSOCIATION OF
EDWARDS PLACE
700 N 4TH ST
SPRINGFIELD, IL 62702-5232

CAPITAL TOWNSHIP



MARTIN ENGINEERING COMPANY *of Illinois*

CONSULTING ENGINEERS/LAND SURVEYORS

(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)

3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711

Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

2015-163

LEGAL DESCRIPTION

Part of Edwards Place and B.S. Edward's 2nd North Addition to the City of Springfield in the West Half of the Northwest Quarter of Section 27, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a pipe found at the Northeast corner of Lot 22 of said Edwards Place; thence South 01 degrees 02 minutes 55 seconds East on the east line of said Lot 22, a distance of 13.00 feet to an iron pin set at the point of beginning.

From said point of beginning; thence North 88 degrees 51 minutes 05 seconds East, a distance of 16.03 to an iron pin set on the West line of Lot 6 of said B.S. Edward's 2nd North Addition; thence South 01 degrees 05 minutes 06 seconds East, a distance of 91.29 feet to the Southwest corner of Lot 2 of Edwards Place; thence South 88 degrees 57 minutes 05 seconds West, a distance of 16.09 feet to a point on the East line of Lot 20 of said Edwards Place; thence North 01 degrees 02 minutes 55 seconds West, a distance of 91.26 feet to the point of beginning. Containing (1,466 square feet) 0.034 acres, more or less.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

4/21/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: Robert Lowe

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Vacation

FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

AN ORDINANCE VACATING A PORTION OF THE ALLEY IN THE BLOCK BOUNDED BY DODGE, FIFTH, UNION AND FOURTH STREETS TO THE SPRINGFIELD ART ASSOCIATION

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

Petition

Deed & Plat for Proposed ROW

Location Map

Plat of Vacation

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:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Nathan Bottom

4/10/2015

CITY PURCHASING AGENT:

Date:

COMMENTS

THE VACATION OF THIS RIGHT-OF-WAY IS TO FACILITATE THE PROPOSED EXPANSION TO THE SPRINGFIELD ART ASSOCIATION.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

OWNER: SPRINGFIELD ART ASSOCIATION OF
EDWARDS PLACE
700 N 4TH ST
SPRINGFIELD, IL 62702-5232

CAPITAL TOWNSHIP

RIGHT OF WAY PLAT

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 27, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3rd
PRINCIPAL MERIDIAN.

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGEND

- - SET 5/8" IRON PIN
- - STONE FOUND
- ⊙ - FOUND PIPE
- 100.00' - MEASURED DISTANCE
(THIS SURVEY)
- (100.00') - RECORDED DISTANCE
(OR DEED DISTANCE)
- [Hatched Box] - LIMITS OF AREA TO BE
DEDICATED AS R.O.W.
TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED SEPTEMBER, 2014.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE
SYSTEM (NAD 83 - WEST ZONE).

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, PER MAP NUMBER 17167C0242F,
(AREA NOT PRINTED PER F.E.M.A.).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT
SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES,
RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR
ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE
SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF SEPTEMBER, 2014,
I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND
THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID
SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : SEPTEMBER 24, 2014

LICENSE EXP. DATE : NOV. 30, 2014

**B.S EDWARD'S
2nd NORTH
ADDITION**

R.O.W. 2
AREA=644 S.F.±
0.015 ACRES±

P.O.C.(R.O.W. 2)
P.O.B.(R.O.W. 1)
IRON PIPE FOUND
(BOOK 2, PAGE 6 IN THE
SANGAMON COUNTY
RECORDER'S OFFICE)

ALLEY
(16.00' R.O.W.)

R.O.W. 1
AREA=1,977 S.F.±
0.045 ACRES±

**EDWARDS
PLACE**

P.I.N.
14-27-160-028

SOUTH LINE LOT 6
OF B.S. EDWARDS
2ND NORTH ADDITION



LOT 4

P.I.N.
14-27-160-029

P.I.N.
14-27-160-014

LOT 5

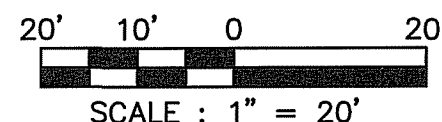
P.I.N. 14-27-160-015

LOT 6
P.I.N.

14-27-160-016

LOT 1

P.I.N.
14-27-160-017



DATE: SEPTEMBER 18, 2014

AREA

R.O.W. 1 = 1,977 S.F.±
0.045 ACRES±
R.O.W. 2 = 644 S.F.±
0.015 ACRES±
TOTAL = 2,621 S.F.±
0.060 ACRES±

NORTH 4TH STREET
(60.00' R.O.W.)

AREA TO BE VACATED

N.W.
CORNER
LOT 22

SOUTH R.O.W. LINE
OF ALLEY IN B.S.
EDWARDS 2ND NORTH
ADDITION

N88°51'05"E
152.06' (152.33')

NORTH LINE LOT 22,
SOUTH R.O.W. LINE

S01°02'55"E
13.00'

S88°51'05"W
152.07'

LOT 22

N88°51'05"E
16.03'

LOT 21

ALLEY
(16.00' R.O.W.)

8.08'
13.46'

5.38'

N01°05'06"W
88.78'

5.00'

ALLEY
(16.00' R.O.W.)

P.O.B.
(R.O.W. 2)

LOT 1

P.I.N.
14-27-160-017

52°26'32"E
26.92'

S01°05'06"E
40.02'

S21°44'05"W
25.78'

FOR: SPRINGFIELD ART ASSOCIATION OF
EDWARDS PLACE
700 N 4TH ST
SPRINGFIELD, IL 62702-5232

CAPITAL TOWNSHIP

PLAT OF VACATION

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 27, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3rd
PRINCIPAL MERIDIAN.

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com



SCALE : 1" = 20'

DATE: SEPTEMBER 18, 2014

LEGEND

- - SET 5/8" IRON PIN
- - STONE FOUND
- ⊙ - FOUND PIPE
- 100.00' - MEASURED DISTANCE (THIS SURVEY)
- (100.00') - RECORDED DISTANCE (OR DEED DISTANCE)
- LIMITS OF AREA TO BE VACATED

FIELD WORK COMPLETED SEPTEMBER, 2014.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE
SYSTEM (NAD 83 - WEST ZONE).

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD
HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, PER MAP NUMBER 17167C0242F,
(AREA NOT PRINTED PER F.E.M.A.).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT
SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES,
RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR
ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE
SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF SEPTEMBER, 2014,
I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND
THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID
SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : SEPTEMBER 24, 2014

LICENSE EXP. DATE : NOV. 30, 2014

NORTH 4TH STREET
(60.00' R.O.W.)

LOT 8
P.I.N.
14-27-160-005

B.S EDWARD'S
2nd NORTH
ADDITION

ALLEY
(16.00' R.O.W.)

P.O.C.
IRON PIPE FOUND
(BOOK 2, PAGE 6 IN THE
SANGAMON COUNTY
RECORDER'S OFFICE)

LOT 22

SOUTH R.O.W. LINE
OF ALLEY IN B.S.
EDWARDS 2ND NORTH
ADDITION

EDWARDS
PLACE

LOT 21

P.I.N.
14-27-160-028

LOT 20

AREA
AREA = 1,466 S.F.±
0.034 ACRES±

ALLEY
(16.00' R.O.W.)

LOT 5
P.I.N.
14-27-160-015

B.S EDWARD'S
2nd NORTH
ADDITION

LOT 6

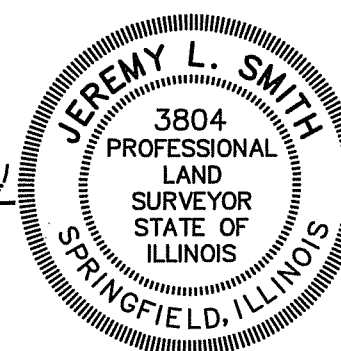
P.I.N.
14-27-160-016

SOUTH LINE LOT 6
OF B.S. EDWARDS
2ND NORTH ADDITION

P.I.N.
14-27-160-017

EDWARDS
PLACE

P.I.N.
14-27-160-028
LOT 2



S88°57'05"W
16.09'

N01°02'55"W
91.26'

N88°51'05"E
16.03'

16.03'

ALLEY
(16.00' R.O.W.)

1.466 S.F.
0.034 ACRES

AREA TO BE
VACATED

16.03'

S01°05'06"E
91.29'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'

16.03'



Ordinances that are Tabled or Remaining in Committee

May 5, 2015

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

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

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

§ 33.001. Department heads; appointments and removal.

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

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

§ 33.017. Department manager.

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

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

§ 33.147. Department manager.

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

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

PASSED: _____, 2014

SIGNED: _____, 2014

RECORDED: _____, 2014

MAYOR

ATTEST: _____
City Clerk

Requested by: Alderman Cahnman

Approved as to legal sufficiency:

Todd Smiley 12/12/14
Office of Corporation Counsel / Date

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

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

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

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

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

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

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

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

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Alderman Sam Cahnman

Todd Greenberg / 2/3/15
Office of Corporation Counsel / Date

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

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

PETITION FOR AMENDMENT

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

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

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

(See attached Exhibit "A")

CITY OF SPRINGFIELD, ILLINOIS,
a Municipal Corporation,

By: _____
Mayor J. Michael Houston

EXHIBIT "A"

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

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

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

- (1) A violation of any specific provisions of the ordinance granting the conditional permitted use; or
- (2) A violation of any general provisions of the conditional permitted use requirements contained in this chapter.
- (3) The use authorized by the conditional permitted use has not been initiated by the petitioner or the petitioner's successor in interest within three years from the date of the approval by the City Council of the conditional permitted use.

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

- (1) By adoption of a motion by the Springfield Planning and Zoning Commission.
- (2) By introduction of an ordinance by the mayor or by a member of the city council.
- (3) By petition submitted by the owner(s) of all the property subject to the conditional permitted use.

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

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

- (1) The planning and zoning commission shall hold a public hearing on the revocation.
- (2) The planning and zoning commission shall make a recommendation to the Springfield City Council, regarding the revocation.

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

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

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, section 36.58(b)(13) of the 1988 City of Springfield Code of Ordinances, as amended, pertains to IMRF lump sum vacation payment options upon retirement; and

WHEREAS, it is in the best interest of the City to amend section 36.58(b)(13) to eliminate the IMRF lump sum vacation payment option effective June 1, 2016; and

WHEREAS, said amendment is set forth on attached Exhibit "A".

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

Section 1: That the City Council hereby amends Chapter 36, Section 36.58(b)(13) of the 1988 City of Springfield Code of Ordinances, as amended, as set forth on attached Exhibit "A".

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

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
Cecilia K. Tumulty City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston
Aldermen Gail Simpson, Cory Jobe, Joe
McMenamin, Kris Theilen and Steve Dove
and Jim McDonough

 3/13/15
Office of Corporation Counsel /Date

EXHIBIT "A"**CHAPTER 36. EMPLOYMENT POLICIES****§ 36.58. - Leaves of absence.****(a) § 36.58. Leaves of absence.**

Language remains the same.

(b) *Vacation leave.*

(1) - (12) Language remains the same.

- (13) ~~Payment option at IMRF retirement: In lieu of a lump sum payment of accumulated vacation leave at the time of termination and upon the city's receipt of an employee's written statement of intent to retire pursuant to IMRF eligibility, either regular retirement or early retirement, an employee who provides at least four months, but not more than 12 months, advance written notice to the city of the date the employee intends to retire may elect to receive a lump sum vacation buy back payment on the last paycheck in the month following the date of the written notice of intent to retire. The amount paid shall be based on the employee's current salary at the time of the payment.~~

~~Amounts paid shall be recalculated and adjusted for any vacation leave earned or used during the period and if vacation leave is earned or used which alters eligibility for vacation leave buyback payments or changes the percentage pay rate amount for purchased vacation leave, buyback payments shall be recalculated accordingly and the city shall pay any additional amounts due the employee or the employee shall repay any overpayments due the city as a result of the recalculation.~~

~~Should an employee who begins to utilize this option decide not to retire and the city concurs with and approves of this decision, all vacation leave paid in advance to the employee pursuant to this option and any additional city contributions paid to IMRF as a result of increased earnings due to the vacation leave paid shall be repaid in full to the city and the vacation leave restored to the employee.~~

~~An employee who utilizes this option shall be required to enter into an agreement with the city consistent with the provisions of this option and prior to any payments being made pursuant to this option.~~

(Ord. No. 923-11-90, 11-20-90; Ord. No. 294-4-92, 4-7-92; Ord. No. 500-6-92, §§ 1, 2, 6-2-92; Ord. No. 609-9-96, § 1, 9-3-96; Ord. No. 613-12-98, § 1, 12-1-98; Ord. No. 235-4-00, § 1, 4-18-00; Ord. No. 558-09-03, § 1, 9-30-03; Ord. No. 706-10-05, § 1, 10-4-05; Ord. No. 138-4-11, § 1, 4-19-11; Ord. No. 345-10-12, § 1(Exh. A), 10-2-12; Ord. No. 386-11-12, § 1(Exh. A), 11-20-12)



Office of Human Resources
City of Springfield, Illinois

J. Michael Houston
Mayor
Melina M. Tomaras-Collins
Director

To: City of Springfield Aldermen

From: Melina Tomaras-Collins

RE: IMRF Vacation Buy Back Ordinance

Date: March 12, 2015

Ladies and Gentlemen of the Council,

Mayor Houston is reintroducing the ordinance that would eliminate all City employees' ability to cash out their vacation balances up to a year in advance of their retirement date, which in turn, creates a "**pension spike**" similar to what has already been abolished in the Police and Fire collective bargaining agreements. Understanding the concerns of both employees and management on how this change affects retirement planning and also allowing time for union impact negotiations to be conducted, the effective date will be pushed out to **June 1, 2016**. The impending ordinance will simply strike the language that was introduced in 2003, reverting back to the way it had been prior.

Following please see some facts and figures for your consideration:

- In 2012, a new law allowed IMRF to bill municipalities for accelerated payments (present day value of future pension income liability) arising from year to year pay increases over 6%. The primary reason for these accelerated payments is the early vacation liquidation mechanism that was put in place as an Early Retirement Incentive (ERI) in September 2003 (meaning most employees retiring in the next 10+ years were not hired with this perk in place). Unfortunately, no defined time period or sunset clause was included in the ordinance at that time. It can only be assumed that the intent was never to create such a costly, long-term expense for the City.
- From the date IMRF began billing the City in June, 2012 through year-end 2014, the City has paid over **\$3.5 million in accelerated payments**. Please see the attached spreadsheet for a sample of 25 former City employees who have retired over the last couple years.

	CWLP \$	CWLP %	City \$	City %
FY13	\$822,400	85.3%	\$141,500	14.7%
FY14	\$945,000	93.4%	\$67,300	6.6%
FY15	\$1,360,886	85.5%	\$231,129	14.5%
Overall	\$3,128,286	87.6%	\$439,929	12.4%

- Projecting the average associated with the 25 retirees to the overall, current IMRF eligible employee base, the City would have a potential exposure of **\$44 million in accelerated payments** exclusively associated with the current policy of allowing City employees to liquidate their unused vacation time up to a year in advance of their retirement date.
- No other local employer, including the State of Illinois, offers this retirement perk. However, those same employers may offer other perks and benefits that the City does not, such as bonuses, incentives, negotiated vacation time, etc.
- None of Springfield's peer municipalities offer a similar retirement perk that acts as a pension spike.
- Additionally, employees can only carry over a maximum of two years' vacation accruals. Maxing out and selling it back up to a year in advance allows that employee to deplete their vacation balance and then earn another full year's vacation that is then paid out at retirement if not used, thus creating a practice of allowing for vacation payouts twice as related to retirement.

As you can see, the cost savings to the City, and ultimately the taxpayers, is highly significant. While some employees may need to adjust their retirement timetable as a result, there is no denying that abolishing this pension spoke mechanism will provide positive impact on the City's finances and the community as a whole.

Please let Mayor Houston, Director McCarty or me know if you have other questions or would like other clarifications.

Thank you in advance for your consideration.

annual base	retire date	vac pay out	eff date vac pay	Original Mthly FRE	Original monthly pension	Rev Mthly FRE	Rev monthly pension	Prev ER Cost	Rev ER Cost
87655.15	5/24/2013	15342.94	6/29/2012	8,114.89	4,591.53	7,393.37	4,183.29	642,663.68	567,666.86
53396.46	6/22/2012	8424.53	12/30/2011	4,689.54	3,110.99	4,389.29	2,911.81	427,187.31	391,322.40
47739.12	1/31/2014	4896.32	10/25/2013	3,871.78	860.54	3,684.80	818.98	104,453.63	97,630.36
91387.088	1/18/2013	16597.65	2/24/2012	9,882.56	6,654.82	9,053.54	6,096.56	866,244.99	774,679.67
97427.2	6/21/2013	13923	11/30/2012	8,785.82	4,908.75	8,344.21	4,662.02	665,524.35	621,224.50
92857.44	8/9/2013	2622	11/30/2012	9,437.71	6,606.87	9,314.80	6,520.83	957,586.56	941,526.01
91178.048	7/20/2013	12449	11/30/2012	9,591.55	6,346.82	9,215.61	6,098.06	966,119.63	919,696.87
98043.504	6/19/2013	16497.71	11/30/2012	9,789.65	6,268.30	9,016.32	5,773.14	913,208.21	820,746.63
90137.84	8/30/2013	15254.1	5/31/2013	8,825.44	3,538.45	8,479.03	3,399.90	499,632.23	474,633.06
90708.8	6/21/2013	14229.6	11/30/2012	8,922.16	4,628.63	8,497.19	4,408.16	628,505.93	589,377.25
53148.42	6/29/2012	10220.85	12/30/2011	4,699.22	3,273.99	4,220.12	2,940.20	465,975.71	402,519.32
85620.496	5/24/2013	6586	11/30/2012	7,711.54	4,554.58	7,425.87	4,385.86	570,441.43	540,361.73
75980.58	6/28/2013	9318.99	11/21/2012	6,512.20	3,364.92	6,151.47	3,178.53	374,795.52	344,907.16
54920.19	6/30/2012	8754.86	3/30/2012	4,839.42	3,395.87	4,429.04	3,107.90	444,057.84	395,890.26
59978.256	8/23/2013	11297.04	10/26/2012	5,567.63	3,795.51	5,132.88	3,499.14	525,624.25	470,286.54
\$57,914	11/22/2013	\$9,163	5/31/2013	\$6,922	\$4,580	\$6,569	\$4,347	\$687,030	\$644,515
\$71,032	7/31/2013	\$4,918	5/31/2013	\$6,182	\$2,086	\$6,074	\$2,050	\$276,701	\$270,476
\$67,182	1/3/2014	\$10,244	8/30/2013	\$5,453	\$2,466	\$5,328	\$2,226	\$330,193	\$287,858
\$106,274	11/22/2013	\$19,913	8/23/2013	\$10,786	\$7,031	\$10,179	\$6,515	\$1,027,157	\$932,078
\$104,112	3/16/2013	\$19,050	11/30/2012	\$10,778	\$7,347	\$10,631	\$7,247	\$964,491	\$947,984
\$73,909	6/22/2012	\$8,767	7/29/2011	\$5,715	\$1,672	\$5,368	\$1,548	\$203,075	\$183,760
\$73,404	9/30/2013	\$10,828	10/26/2012	\$6,236	\$2,567	\$5,800	\$2,307	\$347,609	\$302,248
\$62,833	12/21/2012	\$11,731	6/29/2012	\$5,565	\$3,645	\$5,135	\$3,364	\$541,766	\$488,366
\$92,247	1/18/2014	\$16,477	5/31/2013	\$9,105	\$4,887	\$8,515	\$4,570	\$558,220	\$508,827
\$121,009	11/23/2013	\$22,033	2/22/2013	\$10,256	\$6,552	\$9,346	\$5,795	\$816,452	\$691,573
				188,239	108,735	177,693	101,954	14,804,715	13,610,153

* Already provided, but not in the calculations below:

- One \$110k/year employee's pension will be enhanced by approx. 9,400/year X 25 years = \$234,000
- One \$139k/year employee's pension will be enhanced by approx. \$16,400/year X 25 years = \$409,500

** Life expectancy assumption used is 25 years in retirement.

Avg Monthly Pension Increase per Employee	\$	271
Avg Annual Pension Increase per Employee	\$	3,255
Avg Additional Lifetime Cost Est. per Employee	\$	81,375
Total Lifetime Est. for 25 Employees	\$	2,034,375

Current Employees	1440
Less Police/Fire Sworn (not in IMRF)	468
Total IMRF	972
Less: Tier II Employees	55
Employee Exposure	917

Avg Addl. Lifetime Cost Est. per Employee	81,375
Employee Exposure	917
Total Exposure in Present Day Dollars	74,620,875

Projected Increase in Employer Costs	\$	1,194,562
Avg Proj. Employer Increase per Employee	\$	47,782
Employee Exposure	\$	917
Projected Exposure in Employer Costs	\$	43,816,583

	<u>Employees</u>	<u>%</u>	<u>Exposure</u>
CWLP	585	63.8%	\$ 27,952,749.86
Corporate	332	36.2%	\$ 15,863,782.83

* We believe the utility's exposure is actually higher due to larger salaries on average. In looking at the accelerated payment IMRF billings for FY15, the utility was responsible for 85.5% of the overall amount.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

March 17, 2015

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Melina Tomaras-Collins

PHONE NUMBER: 789-2446

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

TYPE OF ORDINANCE: City Code Amendment

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 36, SECTION 36.58(b)(13), OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ELIMINATING THE IMRF LUMP SUM VACATION PAYOUT PROVISION EFFECTIVE JUNE 1, 2016.

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

EXPENDITURE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Melina Tomaras-Collins 3/13/15

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will amend Chapter 36, Section 36.58(b)(13) to eliminate the IMRF provision of a lump sum payment of accumulated vacation time effective June 1, 2016. PLEASE see the following attachments for further details.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9570

**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

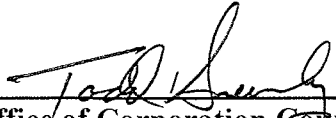
 / 3/17/15
Office of Corporation Counsel / Date

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.

**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

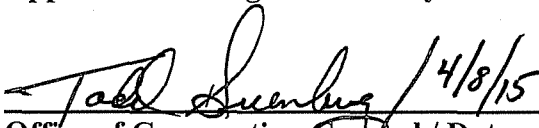
RECORDED: _____, 2015

Mayor J. Michael Houston

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

**Requested by: Alderman Sam Cahnman
and Alderman Doris Turner**

 4/8/15
Office of Corporation Counsel / Date



Ordinances on the Debate Agenda

May 5, 2015

**AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.18 OF THE
1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED,
PERTAINING TO RESTRICTIONS ON ELIGIBILITY TO OBTAIN A
LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL**

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 Illinois Liquor Control Code was amended several years ago to permit an alderman to have an interest in a business which sells alcoholic liquor so long as he or she is not a law enforcing public official, a mayor, a village board president, or president of a county board; and

WHEREAS, the Illinois Liquor Control Code further states that an alderman who has an interest in a business which sells alcoholic liquor shall not participate in any meetings, hearings, or decisions on matters impacting the manufacture, sale, or distribution of alcoholic liquor; and

WHEREAS, the Springfield City Code has not been amended to reflect the changes which have been made in the Illinois Liquor Control Code regarding the eligibility of an alderman to have an interest in a business which sells alcoholic liquor, and it is the judgment of the City Council of the City of Springfield that amending the City Code to bring it into conformance with the Illinois Liquor Control Code will not adversely affect the health, safety and welfare of the citizens 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 90, Section 90.18 (a)(18) of the 1988 Springfield City Code of Ordinances, as amended, as follows:

**TITLE IX. - GENERAL REGULATIONS
CHAPTER 90. - ALCOHOLIC BEVERAGES
ARTICLE III. - LICENSING**

§ 90.18. - Restrictions on issuance of licenses.

(a) No license, permit or certificate authorized by this chapter may be issued to:

...

(18) Any law enforcing public official, including members of the liquor control commission, the mayor, aldermen or any elected official; and no such official shall be interested directly or indirectly in the manufacture, sale or distribution of alcoholic liquor, except that license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official. Providing, that persons described herein may be members or unpaid officers of clubs, as defined in section 90.02 which are licensed in accordance with subsection 90.15(h) of this chapter. Notwithstanding any provision of this

subsection (18) to the contrary, an alderman or an elected official may have a direct interest in the manufacture, sale, or distribution of alcoholic liquor as long as he or she is not a law enforcing public official, a mayor, a village board president, or president of a county board. To prevent any conflict of interest, the elected official with the direct interest in the manufacture, sale, or distribution of alcoholic liquor shall not participate in any meetings, hearings, or decisions on matters impacting the manufacture, sale, or distribution of alcoholic liquor. If the elected official also has a direct interest in a business with a gaming license, the elected official with the direct interest in the business with the gaming license shall not participate in any meetings, hearings, or decisions on matters impacting the licensing of businesses with gaming licenses.

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

Section 3: That this ordinance shall become effective immediately upon its passage, 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:

Todd Grumbine / 4/10/15
Office of Corporation Counsel / Date

Sponsors: Mayor Houston

ORDINANCE FACT SHEET

2015-152

REQUEST FORM NO:

DATE OF 1ST READING:

April 21, 2015

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Amend City Code

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.18 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO RESTRICTIONS ON ELIGIBILITY TO OBTAIN A LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

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

Chapter 90 of the Springfield City Code has not been amended to reflect the changes which have been made in the Illinois Liquor Control Code regarding the eligibility of an alderman to have an interest in a business which sells alcoholic liquor, and it is the judgment of the City Council of the City of Springfield that amending the City Code to bring it into conformance with the Illinois Liquor Control Code will not adversely affect the health, safety and welfare of the citizens of the City of Springfield.

SIGN OFF:

Michael Hueston
Will H. Hueston
 (Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE WAIVER AND REFUND OF PAYMENT IN LIEU OF TAXES (PILOT) FROM THE OFFICE OF PUBLIC UTILITIES IN AN AMOUNT REQUIRED TO ESTABLISH NET REVENUES FOR FY2015 IN AN AMOUNT OF 125% OF THE CURRENT DEBT SERVICE REQUIREMENT, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the City passed ordinance 628-11-04, later amended by ordinances 729-10-05, 355-05-08, and 117-02-09, defining and codifying the financial relationships between City agencies, departments and funds as to place a limit on the Office of Public Utilities' contributions/payments from the electric and water funds to the City's Corporate Fund; and

WHEREAS, ordinance 64-02-15 authorized a deferment and refund payment in lieu of taxes in an amount not to exceed \$2,000,000.00; and

WHEREAS, the Office of Public Utilities is requesting an additional waiver in an amount required to establish Net Revenues for FY2015 in an amount of 125% of the Current Debt Service Requirement in order to meet the obligations in the Master Electric Revenue Bond Ordinance; and

WHEREAS, the Office of Budget and Management is requesting additional authorization to waive payments not yet made and, if necessary, to refund PILOT payments already made by the Office of Public Utilities from the electric fund in an additional amount required to establish Net Revenues for FY2015 in an amount of 125% of the Current Debt Service Requirement; and

WHEREAS, this ordinance, along with ordinance 64-02-15, authorize a total waiver in an amount required to establish Net Revenues for FY2015 in an amount of 125% of the Current Debt Service Requirement.

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

Section 1: That the Director of the Office of Budget and Management shall waive PILOT payments from and refund PILOT payments to the electric fund from 001-107-BMGT-ACCT-9000 in a total amount required to establish Net Revenues for FY2015 in an amount of 125% of the Current Debt Service Requirement.

Section 2: That in the future, the Office of Public Utilities will not be required to repay any funds that are waived through this ordinance.

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 Houston

Office of Corporation Counsel / Date 4/21/15

ORDINANCE FACT SHEET

2015-164
AGENDA NUMBER: 2015-164
DATE OF 1ST READING: 4-21-15
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: \$amount required to establish Net Revenues for FY2015 in an amount of 125% the Current Debt Service Requirement

BUDGETED: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Waiver of Ordinances

ACCOUNTING INFORMATION:

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

PRIOR ORDINANCE INFORMATION: 628-11-04, 729-10-05, 355-05-08, 117-02-09, & 64-02-15

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 authorizing a waiver of Ordinances 628-11-04, 729-10-05, 355-05-08, 117-02-09 & 64-02-15, regarding contributions made from the Office of Public Utilities.

Ordinance No. 628-11-04, as amended by Ordinances 729-10-05, 355-05-08, 117-02-09 & 64-02-15 (collectively "PILOT Ordinances"), define, among other things, the contributions of the Electric Fund to the Corporate Fund. The PILOT Ordinances limit contributions from the Electric Fund as follows:

- (1) Wholesale sales: the greater of 30% net income or 3.5% gross revenue; and
- (2) Retail sales (gross revenues): March 1, 2008 2.67%

Ordinance 64-02-15 authorized a deferment & refund in an amount not to exceed \$2,000,000. The Office of Public Utilities is requesting an additional waiver in an amount required to establish Net Revenues for FY2015 in an amount of 125% of the Current Debt Service Requirement in order to meet the obligations in the Master Electric Revenue Bond Ordinance. The Office of Public Utilities will not be required to refund any amounts waived under this ordinance.

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

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



Ordinances on First Reading

**Assigned to the
Committee of the Whole**

May 5, 2015

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TENTATIVE AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 965, ON BEHALF OF THE OFFICE OF PUBLIC UTILITIES, FROM MAY 1, 2015, THROUGH APRIL 30, 2017

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

WHEREAS, the City of Springfield has been negotiating over the past several months with the International Union of Operating Engineers, Local 965, regarding a collective bargaining agreement for the Office of Public Utilities; and

WHEREAS, the parties have concluded negotiations; and

WHEREAS, it is necessary to execute a Tentative Collective Bargaining Agreement, a copy of which will be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the Tentative Collective Bargaining Agreement with the International Union of Operating Engineers, Local 965, Office of Public Utilities, effective from May 1, 2015, through April 30, 2017. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Springfield.

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

PASSED: _____, 2015

SIGNED: _____, 2015

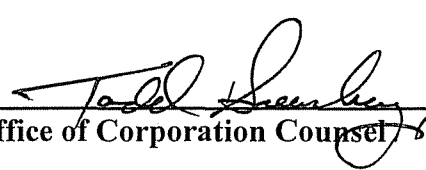
RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 / 4/30/15
Office of Corporation Counsel Date

TENTATIVE AGREEMENT

BETWEEN

CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 965

- 1) Two (2) year agreement – May 1, 2015 to April 30, 2017
- 2) 7 bargaining unit employees
- 3) CPI annual increases for current employees, floor of 1%, ceiling of 3%.

<u>Current OEs hourly</u>	<u>May 1, 2015 – 1.7% CPI</u>	<u>May 1, 2016</u>
\$39.64/hr	\$40.31	CPI
- 4) New Employees hired after ratification of this contract base hourly salary will be set at the base Prevailing Wage Rate (PWR) for Sangamon County.

<u>May 1, 2015 PWR Rate</u>	<u>May 1, 2016</u>
\$39.75/hr	PWR
- 5) Longevity – Add \$.15/hr after year 20 in the bargaining unit, and add additional \$.15/hr after year 25 for total of \$1.00/hr longevity. (Currently receive \$.35/hr longevity at year 15 and additional \$.50/hr at completion of year 25 for a total of \$.85/hr longevity).
- 6) Employees on Duty Disability leave for longer than 30 days no longer accrue sick or vacation time unless awarded pursuant to Workers' Compensation Act, Award, or Settlement.
- 7) Disciplinary suspension time remains in employees' disciplinary record for 5 years. Increased from 3 years.
- 8) Once City Council passes a residency ordinance all new hires shall be subject to any such residency ordinance that are hired after the effective date of the ordinance.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: May 5, 2015OFFICE REQUESTING: Human ResourcesCONTACT PERSON: Stephanie BartonPHONE NUMBER: 789-2446EMERGENCY 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 the tentative agreement between the City of Springfield, Office of Public Utilities and International Union of Operating Engineers, Local 965 for the period May 1, 2015 through April 30, 2017.

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

See attached .

CONTRACTOR / VENDOR NAME _____

VENDOR NO: _____

CONTRACT TERM: 5/1/2015 - 4/30/2017

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: 4/30/15

CITY PURCHASING AGENT: _____

Date: 4/30/15

COMMENTS

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PURCHASE AND INSTALLATION OF 25
ALTERNATIVE FUEL CONVERSION KITS FOR POLICE INTERCEPTORS
FROM ICOM NORTH AMERICA, LLC IN AN AMOUNT NOT TO EXCEED
\$175,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

WHEREAS, the City Council previously passed ordinance 324-9-14 authorizing the execution of Proposal No. CS15-17 with United Community Bank, for the purchase of vehicles and equipment; and

WHEREAS, the City previously installed 25 EPA certified bi-fuel systems on city vehicles that allow them to run on either gasoline or propane autogas; and

WHEREAS, the Office of Budget and Management desires to purchase 25 alternative fuel conversion kits and installation services for police interceptors; and

WHEREAS, ICOM North America, LLC has submitted a proposal to provide the kits for \$5,550.00 each and installation at a cost of \$1,500.00 per vehicle, for a total price not to exceed \$175,000.00; 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, a copy of the proposal with ICOM North America, LLC shall be located in the Office of the City Clerk.

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

Section 1: The City Council hereby authorizes the purchase and installation of 25 alternative fuel conversion kits for police interceptors and installation services from ICOM North America, LLC for a total not to exceed \$175,000.00. The Mayor and City Clerk are authorized to execute any necessary documents on the behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay ICOM North America, LLC an amount not to exceed \$175,000.00 for account number 094-107-GENC-FLTM-1502.

Section 3: This ordinance shall become effective immediately upon passage.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____

City Clerk

Requested by: Mayor J. Michael Houston

Mayor

Approved as to legal sufficiency:

Todd Greenburg / 4/30/15
Office of Corporation Counsel / Date



Icom North America, LLC • 54790 Grand River Avenue

New Hudson, Michigan 48165

Phone: 248-573-4934 • Fax: 248-573-4931

City of Springfield, Illinois
Office of Budget and Management
c/o William McCarty II
Municipal Center West, Room 210
Springfield, IL 62701

March 24, 2015

Subject: Proposal for Ford Explorers/ F250; Alternative Fuel Conversion Kits

Dear Mr. McCarty,

Icom is the leader in Propane Autogas Systems in the USA. Icom Autogas Systems are manufactured in the USA with a high US value content. Icom has attained the industry leading EPA certification covering over 700 vehicle platforms. The Icom JTG II System is bifuel, so gasoline is still utilized as a backup fuel. Though monofuel is available on certain vehicle platforms.

Fleets across America are converting to propane autogas and enjoying the huge savings and the greening of their fleet while utilizing a domestic and stable fuel source. Icom has many thousands of systems in use in the USA and Canada and we have a network of over 80 installation centers in the USA.

The pricing below is all inclusive for all the parts necessary to complete the conversion. Previously discussed, the pricing is based on the 40+2 6.2L F250's as follows:

- o Conversion kit + standard tank \$5,550.00 each

Please note that an Explorer tank is 13x36 (13 useable gallons) with vapor seal and compartment built around it. Tank for an F250 is 20x50 in-bed (48 useable gallons) or 14x14x31 (28 useable gallons) in place of a spare tire.

Labor/Installation options are as follows:

Option #1 – ICOM technician will install at your location at \$1,500.00 per vehicle.

Option #2 – You perform installation and we will certify your technicians and complete 3 installations at your location with training being free of charge.

Propane fill is an extra cost that will be incurred, and that price will be variable depending on where the installations take place. Also, any taxes that are applicable are not included in the price noted above.

We would like to work closely with your team to ensure that this project is a huge success.

Please contact me with any questions or thoughts.

Thank you,

Ed Zoglman
Territory Manager



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

MEMORANDUM

TO: Jacenta Wilson

FROM: Jay Wavering 

DATE: April 27, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact with Icon North America LLC to purchase 25 alternative fuel conversion kits for police vehicles in an amount not to exceed \$175,000.00 for the Office of Budget & Management.

Based on the information provided Icon North America LLC is the only EPA certified kits and as such 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

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget and ManagementCONTACT PERSON: William McCarty, DirectorPHONE NUMBER: 217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Contract NB16-49CFISCAL IMPACT: \$175,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PURCHASE AND INSTALLATION OF 25 ALTERNATIVE FUEL CONVERSION KITS FOR POLICE INTERCEPTORS FROM ICOM NORTH AMERICA, LLC IN AN AMOUNT NOT TO EXCEED \$175,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT.

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

COS Proposal

CONTRACTOR / VENDOR NAME: Icom North America LLCVENDOR NO: VC0000003856

CONTRACT TERM: _____ Change in Scope

Yes ☐ No ☐CONTRACT AMOUNT: \$ 175,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid☒ Other: Sole SourceIs 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	094	107	GENC	FLTM	1502	\$ 175,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the purchase of 25 ICON alternative fuel propane conversion kits, as well as the cost of installation on police Interceptor patrol vehicles. This will enable these vehicles to operate on autogas (LP) or gasoline. ICOM North America, LLC will provide the services for a price not to exceed \$175,000.00, for the Office of Budget and Management.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS STATE POLICE FOR USE OF THE ACADEMY BY THE SPRINGFIELD POLICE DEPARTMENT TO ADMINISTER THE POWER TEST FOR NEW APPLICANTS ON JUNE 12, 2015

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

WHEREAS, it is in the best interest of the City of Springfield to enter into an Intergovernmental Cooperation Agreement with the Illinois State Police for use of the Academy from June 11, 2015, through June 13, 2015, to administer the physical fitness Power Test to applicants on June 12, 2015; and

WHEREAS, the City is authorized to enter into Intergovernmental Cooperation Agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

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

Section 1: That the City Council hereby authorizes an Intergovernmental with the Illinois State Police for use of the Academy by the Springfield Police Department from June 11, 2015, through June 13, 2015, to administer the physical fitness Power Test to applicants on June 12, 2015. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Springfield.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

 _____
Office of Corporation Counsel / ^{4/30/15} Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

May 05, 2015

OFFICE REQUESTING: Springfield Police Dept.

CONTACT PERSON: Deputy Chief Dyle Stokes

PHONE NUMBER: 217-788-8331

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

TYPE OF ORDINANCE: Inter Agency Agreement

FISCAL IMPACT: 0

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

SUGGESTED TITLE:

Agreement between the Springfield Police Department and the Illinois State Police which allows SPD the use of the ISP Academy to conduct the Power Test for new applicants on June 12, 2015.

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

Copy of Inter-Agency Agreement Attached

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:

4/22/15

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

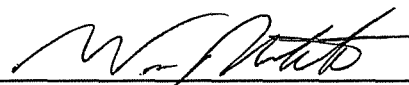
Date:

COMMENTS

No costs to SPD, agreement outlining terms of use only.

SIGN OFF:


 (Mayor's Signature)


 (Director of OBM)

AN ORDINANCE DECLARING EIGHT UNCLAIMED BICYCLES BEING HELD IN THE SPRINGFIELD POLICE DEPARTMENT'S EVIDENCE ROOM TO BE SURPLUS PROPERTY AND AUTHORIZING THE SPRINGFIELD POLICE DEPARTMENT TO DONATE SAID BICYCLES TO CONTACT MINISTRIES AND SPRINGFIELD COMMUNITY FEDERATION

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

WHEREAS, the Springfield Police Department has identified certain property consisting of 8 unclaimed bicycles to be surplus property and useful for donation to appropriate organizations; and

WHEREAS, Contact Ministries and Springfield Community Federation, not-for-profit organizations, have expressed a desire to obtain said unclaimed surplus property.

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

Section 1: That the City Council hereby declares the 8 unclaimed bicycles currently being held in the Springfield Police Department's Evidence Room, as outlined on attached Exhibit "A" to be surplus property and authorizes the Springfield Police Department to donate the bicycles to Contact Ministries and Springfield Community Federation.

Section 2: 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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenberg 4/29/15

Office of Corporation Counsel / Date

Spring2015 Bicycle Charity Giveaway

Contact Ministries- Contact person- Cindy Drum -217-753-3939

Tax free number- E9969-8072-06

Report Number /Property Number	Serial Number /Brand
S14-056267/ 14-3765	95td726091 /Magna
S14-052793/ 14-3568	46605-9093512h1879 / Huffy
S14-084967/ 14-5722	Wmgs2366-0413 /Next Chaos
S14-084046/ 14-5655	Gnp05b12529 / Sting Ray

Springfield Community Federation- Contact Person-Johngylene Stewart- 217-679-0629

Tax Free Number-E9951-3854-04

Report Number /Property Number	Serial Number/ Brand
S14-056267/ 14-3764	Oml0307312 / Murray
S14-078078/ 14-5252	Snfssd12mw2310 / Raleigh Road Master
S14-070514/ 14-4683	Hc9198767/ Huffy Targa
S14-084046/ 14-5656	Cs2c01072/ Redline Monster BMX

A

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: 15-168
 DATE OF 1ST READING: SPDEVID0041

OFFICE REQUESTING: Police Department

CONTACT PERSON: Michelle Lauterbach
 PHONE NUMBER: 788-8377

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

TYPE OF ORDINANCE: Charity Bicycle Giveaway

FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

An Ordinance declaring 8 unclaimed bicycles being held in the Springfield Police Department's Evidence Room to be surplus property and authorizing the Springfield Police Department to donate said bicycles to Contact Ministries a not for- profit organization and Springfield Community Federation a not for- profit organization.

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

Attached is a copy of the bicycle inventory.

CONTRACTOR / VENDOR NAME N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A
 (Original amount if change order)

N/A
 Change Order #

N/A
 Additional Amount

Method of Purchase (check one) N/A

Previous Ord #'s N/A

☐ 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:

N/A
 DIRECTOR / SUPERVISOR SIGNATURE

Date: 4/20/15

CITY PURCHASING AGENT:
N/A

Date:

COMMENTS

An Ordinance declaring 8 unclaimed bicycles being held in the Springfield Police Department's Evidence Room to be surplus property and authorizing the Springfield Police Department to donate said bicycles to Contact Ministries a not- for-profit organization, and Springfield Community Federation a not for- Profit Organization. Attached is a copy of the bicycle inventory to be donated.

SIGN OFF:

[Signature]
 (Mayor's Signature)

[Signature]
 (Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CORBETT, AN OFFICE
OF PUBLIC WORKS EMPLOYEE, TO SETTLE WORKERS COMPENSATION
CLAIM NUMBER 14294E265753**

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, James Corbett was employed as a senior TDL with the Office of Public Works on June 2, 2014, and reported pain in his right knee while installing a sign; and

WHEREAS, Mr. Corbett treated conservatively and due to continued complaints was sent for an MRI which revealed focal defect of patellar cartilage and bone chips; and

WHEREAS, Mr. Cline underwent surgical repair in September of 2014 and was able to return to work full duty in December of 2014; and

WHEREAS, Mr. Corbett requested a pro se settlement and is willing to settle his claim in the amount of \$20,446.50 representing a permanent partial disability equivalent to 15% loss of use of the right leg; and

WHEREAS, CCMSI, the City's third party administrator, recommends payment in the amount of \$20,446.50 to James Corbett to settle his workers compensation claim for claim number 14294E265753.

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

Section 1: That the City Council hereby authorizes payment of \$20,446.50 to James Corbett, an Office of Public Works employee to settle workers compensation claim number 14294E265753, representing a permanent partial disability equivalent to 15% loss of use of the right 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 \$20,446.50 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to James Corbett, 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

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Seemey / 4/29/15
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

May 5, 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: \$20,446.50

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CORBETT, A CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CASE FOR CLAIM NUMBER 14294E265753 (IWCC NUMBER PENDING)

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

CONTRACTOR / VENDOR NAME James Corbett 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	\$20,446.50

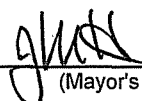
DATE OF HIRE: 07/28/97

SEPARATION DATE:

COMMENTS

James Corbett was employed as a senior TDL with the City of Springfield Department of Public Works on June 2, 2014, and reported pain in right knee while installing a sign. He treated conservatively and due to continued complaints was sent for an MRI which revealed focal defect of patellar cartilage and bone chips. Mr. Cline underwent surgical repair in September of 2014 and was able to return to work full duty in December 2014. Mr. Corbett requested a pro se settlement and is willing to settle his claim in the amount of \$20,446.50 representing a permanent partial disability equivalent to 15% loss of use of the right leg. CCMSI, the city's third party administrator, recommends payment in the amount of \$20,446.50 to James Corbett to settle his workers compensation case for claim number 14294E265753.

SIGN OFF:


 (Mayor's Signature)


 (Director of OBM)

9627

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE15-01-92 – KNOTTS STREET ROOF REPAIR WITH
DESIGNED ROOFING SYSTEMS, INC. IN AN AMOUNT NOT TO EXCEED \$145,250.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE15-01-92 – Knotts Street Roof Repair with Designed Roofing Systems, Inc. ("Designed Roofing"), in an amount not to exceed \$145,250.00 for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE15-01-92 was placed, and

WHEREAS, Designed Roofing submitted the low 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. UE15-01-92.

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 Designed Roofing for Contract UE15-01-92 – Knotts Street Roof Repair in an amount not to exceed One Hundred Forty-Five Thousand Two Hundred Fifty Dollars and No Cents (\$145,250.00) for the Office of Public Utilities.

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

Section 3. The Payment to Designed Roofing for the total maximum amount of One Hundred Forty-Five Thousand Two Hundred Fifty Dollars and No Cents (\$145,250.00) from Account No. 102-100-CAD-C111-2305 is hereby authorized, approved and directed.

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

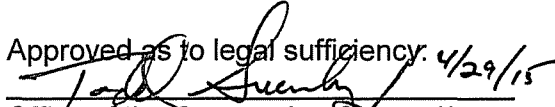
PASSED: _____, 2015

SIGNED: _____

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency. 4/29/15

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: 15-170
DATE OF 1ST READING: 05-05-14
ORDINANCE REQUEST NUMBER: GFO-0248

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$145,250.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE15-01-92

ACCOUNTING INFORMATION: Account No. 102-100-CAD-C111-2305

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Designed Roofing Systems, Inc. CONTRACT AMOUNT: \$ 145,250.00
(Original Amount if Change Order)

CONTRACT TERM: until complete 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 ordinance for the replacement of the roof at the Knotts Street Facility.

This ordinance accepts Contract UE15-01-92 in an amount not to exceed \$145,250.00, with Designed Roofing Systems, Inc. ("Designed Roofing"), to replace part of the roof at 1401 Knotts Street. CWLP uses the Knotts Street Facility for long term storage of items that have long lead times or that are not used frequently. Designed Roofing will furnish all labor, materials, supervision, coordination, transportation, services & equipment required to construct & properly complete the work.

There were 3 bidders on this contract. All are local vendors.

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

AN ORDINANCE AUTHORIZING THE PURCHASE OF PARTS
FOR THE C BALL MILL FROM METSO MINERALS INDUSTRIES, INC.
IN AN AMOUNT NOT TO EXCEED \$115,017.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves the purchase of parts from Metso Minerals Industries, Inc. ("Metso") for the C Ball Mill, and

WHEREAS, during inspection of the mill, several lifter bars were found to be missing partial or entire castings and plates have worn extremely thin, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of polymet ball mill linings for the C Ball Mill from Metso in an amount not to exceed One Hundred Fifteen Thousand Seventeen Dollars and No Cents (\$115,017.00).

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

Section 3. The Payment to Metso for the total maximum amount of One Hundred Fifteen Thousand Seventeen Dollars and No Cents (\$115,017.00) from Account No. 102-100-CAM-7717-1404 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

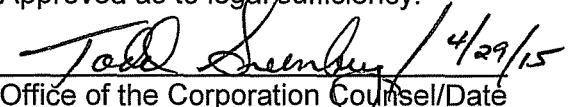
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/29/15
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: _____

DATE OF 1ST READING: 05-05-15

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATIONOFFICE REQUESTING: PUBLIC UTILITIESSTAFF MEMBER: TRACY JOHANSSONEMERGENCY PASSAGE: YES/NO If yes, list justification.**BUDGETARY/STAFFING INFORMATION**FISCAL IMPACT: \$ 115,017.00BUDGETED: YES/NONEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Sole Source

ACCOUNTING INFORMATION: 102-100-CAM-7717-1404

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATIONCONTRACTOR NAME: Metso Minerals Industries, Inc. CONTRACT AMOUNT: \$ 115,017.00
(Original Amount if Change Order)CONTRACT TERM: _____ TYPE OF AWARD: Sole SourceCHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0.00**STAFF ANALYSIS:** (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a new contract for the purchase of parts for the C Ball Mill.

This ordinance approves the purchase of one set of polymet ball mill linings for the C Ball Mill in an amount not to exceed \$115,017.00. The mill was inspected during the fall outage and several lifter bars were found to be missing partial or entire castings, and the plates in the feed half of the shell have worn extremely thin. The lead time is 22-26 weeks after receipt of order, so installation will occur during the spring outage of 2016. The cost is slightly less expensive than when we purchased the same lining in 2007.

Metso Minerals Industries, Inc. is the OEM for this lining system. They are not a local vendor.

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

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF FOUR
LEASE AGREEMENTS FOR A ONE-YEAR TERM FOR THE ADMINISTRATIVE SERVICES DIVISION
FOR THE CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves and authorizes execution of four lease agreements, copies of which shall be on file with the Office of the City Clerk, and

WHEREAS, the first property is commonly known as 9060 Sablotny Road (Site No. 55) Pawnee, Illinois, and comprises approximately 7.17 acres with a single-family residence, and

WHEREAS, the second property is commonly known as 8131 Pawnee Road (Site No. 72) Pawnee, Illinois, and comprises approximately 18 acres with a kennel and barn, and

WHEREAS, the third property is commonly known as 4320 KOA Road (Site No. 28) Rochester, Illinois, and comprises the KOA campground, and

WHEREAS, the fourth property is commonly known as Site 101, garage north of 9047 Wahl Road, Pawnee, Illinois, and comprises approximately 4.73 acres with a garage, and

WHEREAS, the lease for Site 55 provides that the tenants will pay \$600.00/month in rent for one year, and

WHEREAS, the lease for Site 72 provides that the tenants will pay \$200.00/month in rent, and

WHEREAS, the lease for Site 28 provides that the tenants will pay \$4,833.00/year in rent for one year, and

WHEREAS, the lease for Site 101 provides that the tenants will pay \$200.00/month in rent for one year.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the lease agreements, copies of which shall be on file with the Office of the City Clerk, for the properties commonly known as 9060 Sablotny Road (Site No. 55), 8131 Pawnee Road (Site No. 72), 4320 KOA Road (Site No. 28), and Site 101, the agreement terms of which are May 1, 2015, through April 30, 2016, unless cancelled or extended in accordance with the lease provisions.

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

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

PASSED: _____, 2015

SIGNED: _____

RECORDED: _____, 2015

ATTEST: _____

MAYOR
Approved as to legal sufficiency: 4/29/15
[Signature]
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
 DATE OF 1ST READING: 05-05-15
 ORDINANCE REQUEST NUMBER: L&W1080

DEPARTMENTAL INFORMATIONOFFICE REQUESTING: PUBLIC UTILITIESSTAFF MEMBER: TRACY JOHANSSONEMERGENCY PASSAGE: YES/NO If yes, list justification.**BUDGETARY/STAFFING INFORMATION**FISCAL IMPACT: \$ (16,833.00) BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Lake II Property Leases

ACCOUNTING INFORMATION: Revenues deposited into Account No. 101-100-5884-C131

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: N/A CONTRACT AMOUNT: \$ N/A
 (Original Amount if Change Order)

CONTRACT TERM: Through April 30, 2016 TYPE OF AWARD: N/ACHANGE 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 an annual ordinance for the lease of real property owned by the City.

This ordinance authorizes the execution of four property lease agreements for a one-year term for the Administrative Services Division for the City of Springfield Office of Public Utilities. The leased properties are: (1) 9060 Sablotny Road (Site No. 55) Pawnee, Illinois, and comprises approximately 7.17 acres with a single-family residence; (2) 8131 Pawnee Road (Site No. 72) Pawnee, Illinois, and comprises approximately 18 acres with a kennel and barn; (3) 4320 KOA Road (Site No. 28) Rochester, Illinois, and comprises the KOA campground; and (4) Site 101, garage north of 9047 Wahl Road, Pawnee, Illinois, and comprises approximately 4.73 acres with a garage.

The lease for Site 55 provides that the tenants will pay \$600.00/month in rent. Last year's rent was \$575.00/month. The lease for Site 72 provides that the tenants will pay \$200.00/month in rent. Last year's rent was the same. The lease for Site 28 provides that the tenants will pay \$4,833.00/year in rent. Last year's rent was \$4,479.00/year. The lease for Site 101 provides that the tenants will pay \$200.00/month in rent for one year. Last year's rent was the same.

The one-year lease terms begin May 1, 2015, and expire April 30, 2016.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING EXECUTION OF PLANNING YEAR 2016
TRANSPORTATION PLANNING AGREEMENT WITH THE
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING
COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION
WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FROM
JULY 1, 2015, THROUGH JUNE 30, 2016, IN AN AMOUNT NOT TO
EXCEED \$34,980.00 (MFT SECTION NO. 15-00300-00-ES) 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 Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with federal, state and local agencies; and

WHEREAS, Section 104(f) of Title Twenty Three U.S.C. has authorized funding through the State of Illinois to carry out Section 134 of Title Twenty Three U.S.C.; and

WHEREAS, to receive federal funds for road projects, all municipalities are required to perform certain planning duties through our Metropolitan Planning Organization (MPO); and

WHEREAS, the Springfield-Sangamon County Regional Planning Commission ("Planning Commission") is the MPO for the City of Springfield; and

WHEREAS, the Planning Commission and the City of Springfield, through its Office of Public Works, have agreed to accept the responsibility for street and highway planning activities as indicated in the PY-2016 Unified Planning Work Program; and

WHEREAS, the estimated cost to perform the transportation planning work is \$388,667.00; and

WHEREAS, the City's share is \$34,980.00, which is 9% of the total cost estimated; and

WHEREAS, it is in the best interest of the City to enter into a Planning Year 2016 Transportation Planning Agreement with and authorize payment in the amount of \$34,980.00 to the Springfield/Sangamon County Regional Planning Commission; and

WHEREAS, a copy of the Planning Year 2016 Transportation Planning Agreement for July 1, 2015, through June 30, 2016, shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of the Planning Year 2016 Transportation Planning Agreement with the Springfield - Sangamon County Regional Planning Commission from July 1, 2015, through June 30, 2016. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to the Springfield-Sangamon County Regional Planning Commission (OSPR 5700) in an amount not to exceed \$34,980.00 from July 1, 2015, through June 30, 2016, from account number 041-110-GAST-STRS-2306 in accordance with the terms of the Agreement.

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

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Swenborg / 4/30/15
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Jay Wavering 

DATE: April 20, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Sangamon County Regional Planning Commission for the performance of transportation work under the Unified Planning Work Program for the period covering July 1, 2015 to June 30, 2016 in an amount not to exceed \$34,980.00 for the Office of Public Works.

Based on the information provided Sangamon County Regional Planning Commission 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

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-30
DATE OF 1ST READING: 5/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: SSCRPC agreement FISCAL IMPACT: \$ 34,980.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SPRINGFIELD/SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FOR THE PERIOD COVERING JULY 1, 2015 TO JUNE 30, 2016 IN AN AMOUNT NOT TO EXCEED \$34,980.00 (MFT SECTION NO. 15-00300-00-ES) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME Springfield/Sangamon County Regional Planning Commission VENDOR NO: 0SPR 5700

CONTRACT TERM: CONTRACT # NA/C-40C Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$34,980.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid ☒ Other: SSCRPC agreement Is Purchasing Agent approval required? No ☐ Yes ☐
☐ Low Bid Meeting Specs ☒ Exception: De la Guerra 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	2306 \$ 34,980.00
2					
3					
4					

FUNDS CHECK BY: Q. McIntosh Date: 04/20/2015
 DIRECTOR / SUPERVISOR SIGNATURE Marc Maloney Date: 4/20/15
 CITY PURCHASING AGENT: [Signature] Date: 4/20/15

COMMENTS

To receive any federal funds for road projects, all municipalities are required to perform certain planning duties through our MPO (Metropolitan Planning Organization) according to Section 134 of Title 23 U.S.C. Our MPO is in the Springfield/Sangamon County Regional Planning Commission (SSCRPC). Our share this year is \$34,980.00, which is 9% of the total cost estimated at \$388,667.00. Basically, the type of work they perform is transportation planning work, as directed in the PY 2016 Unified Planning Work Program, a copy of which will be filed in the City Clerk's office.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9628

**PLANNING YEAR 2016
TRANSPORTATION PLANNING AGREEMENT
(July 1, 2015 - June 30, 2016)**

THIS AGREEMENT is made and entered into as of the final date of signature below by and between the Springfield-Sangamon County Regional Planning Commission, hereinafter called the **PLANNING COMMISSION** and the City of Springfield, a municipal corporation of the State of Illinois, hereinafter called the **CITY**, for regional transportation planning and related activities in Sangamon County, Illinois and particularly in the designated Metropolitan Planning Area of this county.

WITNESSETH THAT:

WHEREAS, The Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with Federal, State, and local agencies, and

WHEREAS, Section 104(f) of Title Twenty Three U.S.C. has authorized through the State of Illinois, funding to carry out Section 134 of Title Twenty Three U.S.C., and

WHEREAS, the State of Illinois shall make this federal funding available to the metropolitan planning organization responsible for carrying out the urban transportation planning requirements as set forth in Section 134 of Title Twenty Three U.S.C., and

WHEREAS, the Governor of the State of Illinois has designated the **PLANNING COMMISSION** as the metropolitan planning organization for the Metropolitan Planning Area of Springfield, Illinois, and

WHEREAS, the Illinois Department of Transportation, the **PLANNING COMMISSION** and the **CITY** have determined a need for continuing the transportation planning process in the Metropolitan Planning Area, and

WHEREAS, the **PLANNING COMMISSION** and the **CITY**, Office of Public Works have agreed to accept the responsibility for street and highway planning activities as indicated in the PY-2016 Unified Planning Work Program, and

WHEREAS, the Springfield Area Transportation Study Committees and the **PLANNING COMMISSION** have reviewed and approved the **PLANNING COMMISSION'S** estimated cost of Three Hundred Eighty-Eight Thousand Six Hundred Sixty-Seven Dollars (\$388,667.00) for July 1, 2015 through June 30, 2016 to perform the transportation planning work as indicated in the PY-2016 Unified Planning Work Program; and

WHEREAS, the total cost of performing this transportation planning work is to be shared in the ratio of 80% Federal and 20% local; and

WHEREAS, 45% of the local share, or 9% of the total cost, which is estimated at Thirty-Four Thousand Nine Hundred Eighty Dollars (\$34,980.00) will be funded by the **CITY'S** Motor Fuel Tax Funds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The **PLANNING COMMISSION** hereby agrees to perform the transportation planning work indicated in the PY-2016 Unified Planning Work Program.

The **CITY** agrees to participate in the continuing transportation planning process as set forth in the PY-2016 Unified Planning Work Program.

2. The CITY agrees to pay, per quarterly invoices, the **PLANNING COMMISSION** nine percent (9%) of the actual cost for the street and highway planning work as indicated in the PY-2016 Unified Planning Work Program.
3. The CITY agrees to pass a resolution appropriating sufficient Motor Fuel Tax Funds to pay its share of the transportation planning work. The cost to the CITY shall not exceed Thirty-Four Thousand Nine Hundred Eighty Dollars (\$34,980.00). This Agreement does not authorize an expenditure of CITY funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. **PLANNING COMMISSION** 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 Council.
4. The CITY hereby designates the work as Section 15-00300-00-ES for the purpose of its records and for the purpose of communication with the **PLANNING COMMISSION** and the Illinois Department of Transportation.

IN WITNESS WHEREOF, this agreement shall be binding upon the parties hereto, their successors and assigns.

Executed by the **PLANNING COMMISSION** the _____ day of _____, 2015.

SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION

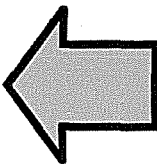
Norm Sims
Executive Director

Executed by the CITY the _____ day of _____, 2015.

CITY OF SPRINGFIELD

ATTEST: _____
City Clerk
City of Springfield

Mayor
City of Springfield



A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$34,980.00 MAY BE USED FOR THE CITY'S SHARE FOR PLANNING WORK OUTLINED IN THE TECHNICAL WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AND HIGHWAY ACT (SATS – SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 15-00300-00-ES, AS AMENDED, 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 \$34,980.00 for the City's share for planning work outlined in the Technical Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study, MFT Section 15-00300-00-ES; 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 as outlined in the Technical Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study).

Section 2: That the proposed improvements will be designated as City Section 15-00300-00-ES.

Section 3: That the City anticipates using \$34,980.00 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

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Todd Greenberg / 4/29/15

Office of Corporation Counsel Date

Requested by: Mayor J. Michael Houston

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-31
DATE OF 1ST READING: 5/5/15

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: none

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

SUGGESTED TITLE:

A RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS TO PAY THE COST OF PLANNING WORK AS OUTLINED IN THE TECHNICAL WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AID HIGHWAY ACT (SATS - SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 15-00300-00-ES, AS AMENDED, FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME N/A

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: *[Signature]* Date: 4/20/15
 DIRECTOR / SUPERVISOR SIGNATURE: *[Signature]* Date: 4/20/15
 CITY PURCHASING AGENT: *[Signature]* Date: 4/20/15

COMMENTS

This resolution informs IDOT that the City is using MFT funds to pay the City's share (\$34,080.00) for planning work.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9629

AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR PROPERTY LOCATED AT 2601 TAYLOR AVENUE FROM JOSEPH NIELSEN FOR AN AMOUNT NOT TO EXCEED \$125,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND 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, Joseph Nielsen owns the real property located at 2601 Taylor Avenue, in Sangamon County, an improved property legally described in Exhibit A attached hereto; and

WHEREAS, provided that certain contingencies are satisfied, the City of Springfield, through the Office of Public Works, desires to purchase a temporary construction easement across a part of said real estate and to pay to the owners damages for the reduction in the property's value, in the amount of \$125,000.00, for a public purpose, specifically, the Stanford Avenue extension project between Fox Bridge Road and Taylor Avenue; and

WHEREAS, it is in the best interests of the City of Springfield to acquire said property interest; and

WHEREAS, the proposed real estate conveyance documents 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 real estate conveyance and supporting documents for the purchase of real estate interest from Joseph Nielsen, in the amount of \$125,000.00 for the real property legally described in Exhibit A attached hereto.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property interest approved by this ordinance, provided that all contingencies and other terms and conditions of the purchase contract are fulfilled.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Joseph Nielsen from account number 041-110-GAST-STRS-2301 in the amount of \$125,000.00 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Todd Shumling / 4/29/15

Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

EXHIBIT A

**City of Springfield, Illinois
Stanford Avenue (FAU 7997)
Section 10-00467-00-PV
Springfield Illinois
Joseph Nielsen**

Parcel 7

Part of Lot 3 of Edwin A. Wilson's Subdivision in the Northwest Quarter of the Northeast Quarter of Section 11, Township 15 North, Range 5 West, 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at a found stone at the southwest corner of the Northwest Quarter of the Northeast Quarter of Section 11, also being the southwest corner of Lot 3, thence North 87 degrees 25 minutes 51 seconds East along the south line of Lot 3, a distance of 223.03 feet to the Point of the Beginning; thence North 00 degrees 44 minutes 45 seconds West, 80.04 feet to the proposed northerly right of way line of Stanford Avenue (FAU 7997); thence North 87 degrees 25 minutes 51 seconds East along said proposed northerly right of way line, 198.33 feet; thence North 81 degrees 37 minutes 32 seconds East along said proposed northerly right of way line, 190.97 feet; thence North 02 degrees 35 minutes 00 seconds West along said proposed northerly right of way line, 20.00 feet; thence North 87 degrees 25 minutes 00 seconds East along said proposed northerly right of way line, 55.00 feet; thence South 02 degrees 35 minutes 00 seconds East along said proposed northerly right of way line, 30.00 feet; thence North 87 degrees 25 minutes 00 seconds East along said proposed northerly right of way line, 145.00 feet; thence North 84 degrees 39 minutes 21 seconds East along said proposed northerly right of way line, 99.00 feet to the existing westerly right of way line of Taylor Avenue being a point on a 1,205.92 foot radius curve, the center of circle bears North 72 degrees 25 minutes 08 seconds East; thence southerly along the curved existing westerly right of way line, 98.68 feet through a central angle of 04 degrees 41 minutes 19 seconds and having a chord bearing of South 19 degrees 55 minutes 32 seconds East for a distance of 98.65 feet to the south line of Lot 3; thence South 87 degrees 25 minutes 51 seconds West along the south line of Lot 3, a distance of 719.18 feet to the Point of Beginning containing 62,914.38 square feet or 1.444 acres, more or less.

City of Springfield, Illinois
Stanford Avenue (FAU 7997)
Section 10-00467-00-PV
Springfield Illinois
Joseph Nielsen

Parcel 7 TE

Part of Lot 3 of Edwin A. Wilson's Subdivision in the Northwest Quarter of the Northeast Quarter of Section 11, Township 15 North, Range 5 West, 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at a found stone at the southwest corner of the Northwest Quarter of the Northeast Quarter of Section 11, also being the southwest corner of Lot 3, thence North 00 degrees 47 minutes 03 seconds West along the west line of Lot 3, a distance of 291.99 feet to the northwest corner of Lot 3; thence North 87 degrees 25 minutes 51 seconds East along the north line of Lot 3, a distance of 840.61 feet to the existing westerly right of way line of Taylor Avenue; thence South 16 degrees 12 minutes 13 seconds East along the existing westerly right of way line, 12.31 feet to the Point of Beginning; thence continuing South 16 degrees 12 minutes 13 seconds East along the existing westerly right of way line, 77.55 feet; thence South 16 degrees 55 minutes 28 seconds East along the existing westerly right of way line, 37.68 feet; thence South 26 degrees 20 minutes 58 seconds East along the existing westerly right of way line, 80.71 feet to the point of intersection with the proposed northerly right of way line of Stanford Avenue (FAU 7997); thence South 84 degrees 39 minutes 21 seconds West along said proposed northerly right of way line, 99.00 feet; thence South 87 degrees 25 minutes 00 seconds West along said proposed northerly right of way line, 100.00 feet; thence North 74 degrees 33 minutes 06 seconds East, 62.93 feet; thence North 81 degrees 01 minutes 02 seconds East, 86.26 feet; thence North 10 degrees 28 minutes 06 seconds West, 80.63 feet; thence North 82 degrees 20 minutes 55 seconds West, 36.58 feet; thence North 02 degrees 35 minutes 00 seconds West, 80.51 feet; thence North 87 degrees 25 minutes 51 seconds East, 38.75 feet to the Point of Beginning containing 9,694.65 square feet or 0.223 acres, more or less.

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-31
DATE OF 1ST READING: 5/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext 223EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 125,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT FOR PURCHASE OF REAL ESTATE INTEREST BETWEEN THE CITY OF SPRINGFIELD AND JOSEPH NIELSEN FOR THE STANFORD AVENUE EXTENSION IN AN AMOUNT NOT TO EXCEED \$125,000.00

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

CONTRACTOR / VENDOR NAME Joseph Nielsen

VENDOR NO:

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

CONTRACT AMOUNT: \$125,000.00

(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	2301	\$ 125,000.00
2						
3						
4						

FUNDS CHECK BY: *[Signature]* Date: 04/27/15DIRECTOR / SUPERVISOR SIGNATURE *[Signature]* Date: 5/27/15CITY PURCHASING AGENT: *[Signature]* Date: 5/24/15

COMMENTS

This ordinance is for the purchase of right-of-way and temporary construction easement in order to construct the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue. The right-of-way is located along the south side of 2601 Taylor Avenue.

SIGN OFF:

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

9630

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$125,000.00 MAY BE USED TO PURCHASE REAL ESTATE INTEREST FROM JOSEPH NIELSEN FOR THE STANFORD AVENUE EXTENSION PROJECT FROM FOX BRIDGE ROAD TO TAYLOR AVENUE, MFT SECTION #12-00467-01-PV, 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 \$125,000.00 to purchase real estate interest from Joseph Nielsen for the Stanford Avenue extension from Fox Bridge Road to Taylor Avenue project, MFT Section #12-00467-01-PV; 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 on Stanford Avenue from Fox Bridge Road to Taylor Avenue under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section 12-00467-01-PV.

Section 3: That the City anticipates using \$125,000.00 for the purchase of real estate interest from Joseph Nielsen for property at 2601 Taylor Avenue 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

ATTEST: _____
City Clerk

Approved as to legal sufficiency:

Todd Seemly / 4/29/15

Office of Corporation Counsel/Date

Requested by: Mayor J. Michael Houston

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-32
DATE OF 1ST READING: 5/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext. 223EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: _____

FISCAL IMPACT: NA

(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. 12-00467-01-PV FOR STANFORD AVENUE 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: [Signature]

Date: 04/27/15

DIRECTOR / SUPERVISOR SIGNATURE: [Signature]

Date: 4/27/15

CITY PURCHASING AGENT: [Signature]

Date: 4/28/15

COMMENTS

This supplemental resolution informs IDOT that the City is using MFT funds (\$125,000.00) for real estate interest to complete the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9631