

CITY COUNCIL AGENDA



SPRINGFIELD CITY COUNCIL MEETING

Tuesday, May 19, 2015, 5:30 P.M.

JAMES O. LANGFELDER

MAYOR

FRANK J. LESKO

CITY CLERK

MISTY BUSCHER

CITY TREASURER

ALDERMEN

WARD 1 CHUCK REDPATH
WARD 2 HERMAN SENOR
WARD 3 DORIS TURNER
WARD 4 JOHN FULGENZI
WARD 5 ANDREW PROCTOR

WARD 6 CORY JOBE
WARD 7 JOE MCMENAMIN
WARD 8 KRIS THEILEN
WARD 9 JIM DONELAN
WARD 10 RALPH HANAUER

ORDER OF BUSINESS

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

AMENDED MAY 15, 2015 AT 5:10 PM

ZONING AGENDA

DOCKET 2015-015 2001, 2003, 2005 EAST JACKSON (WARD 3)

DOCKET 2015-017 1302 & 1304 S. 11th STREET (WARD 2)

DOCKET 2015-022 118 NORTH GLENWOOD (WARD 5)

DOCKET 2015-023 4600, 4630 4680, 4700 WABASH AND
3120, 3121 HAMLIN (WARD 10)

DOCKET 2015-024 2129 CLEARLAKE AVE (WARD 3)

DOCKET 2015-026 300 EAST MADISON AND 227 NORTH 4TH STREET (WARD 5)

CONSENT AGENDA

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)**

ORDINANCES AND RESOLUTIONS
TABLED OR REMAINING IN COMMITTEE

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)

EMERGENCY PASSAGE

2015-177 AN ORDINANCE REPEALING ORDINANCE 34-1-14 AND AUTHORIZING SIGNING OF CHECKS DRAWN ON CITY FUNDS, **FOR EMERGENCY PASSAGE** (Requested by Mayor James O. Langfelder)

ORDINANCES & RESOLUTIONS ON FIRST READING

ASSIGNED TO COMMITTEE OF THE WHOLE

2015-178 AN ORDINANCE APPROVING THE APPOINTMENTS OF CORPORATION COUNSEL, THE DIRECTOR OF THE CONVENTION AND VISITORS BUREAU AND THE DIRECTOR OF THE OFFICE OF COMMUNITY RELATIONS **(Requested by Mayor James O. Langfelder)**

2015-179 AN ORDINANCE APPROVING THE APPOINTMENT OF BRADLEY M. LOSCHER AS DEPUTY CITY TREASURER **(Requested by Mayor James O. Langfelder)**

2015-180 AN ORDINANCE APPROVING THE APPOINTMENT OF MICHAEL R. SNEED AS DEPUTY CITY CLERK **(Requested by Mayor James O. Langfelder)**

2015-181 AN ORDINANCE AUTHORIZING PAYMENT TO JAN CIMAROSSA, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR A PRO SE SETTLEMENT OF WORKERS' COMPENSATION CASE CLAIM NUMBER 14294E229368 **(Requested by Mayor James O. Langfelder)**

2015-182 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE FOR DOWNTOWN GOLF, INC., 113 ½ N. 5TH STREET **(Requested by Mayor James O. Langfelder)**

2015-183 AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR CAFÉ ANDIAMO LLC D/B/A ANDIAMO EXPRESS, 206 SOUTH SIXTH STREET **(Requested by Mayor James O. Langfelder)**

2015-184 AN ORDINANCE AUTHORIZING THE PURCHASE OF BITUMINOUS PREMIX FROM THE SANGAMON COUNTY HIGHWAY DEPARTMENT FOR THE 2015 MAINTENANCE SEASON FOR THE OFFICE OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$275,000.00 **(Requested by Mayor James O. Langfelder)**

2015-185 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$189,600.00 TO, HANSON PROFESSIONAL SERVICES INC. FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE SPRINGFIELD CIPP SEWER LINING PROJECT FOR THE COOK STREET SEWER DISTRICT, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-186 AN ORDINANCE AUTHORIZING A VALUE PURCHASING AGREEMENT FOR SALES OF OVATION AND WDPF PRODUCTS AND SERVICES WITH EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$3,500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-187 AN ORDINANCE AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE UNIT 31, 32 AND 33 BOILER NATURAL GAS IGNITION SYSTEMS FROM BABCOCK & WILCOX POWER GENERATION GROUP, INC. AND ALSTOM POWER, INC. IN AN AMOUNT NOT TO EXCEED \$2,219,210.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-188 AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH IBIDEN CERAM ENVIRONMENTAL, INC. IN THE AMOUNT OF \$384,700.00 FOR CATALYST REGENERATION AT THE DALLMAN POWER STATION FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

UNFINISHED BUSINESS (VETO ORDINANCE)

**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
REVENUES FOR FY 2015 IN AN AMOUNT OF 125% OF THE
CURRENT DEBT SERVICE REQUIREMENT, FOR THE OFFICE OF
PUBLIC UTILITIES"**

NEW BUSINESS

CITIZEN REQUESTS TO ADDRESS CITY COUNCIL

EXECUTIVE SESSION

ADJOURNMENT

Frank J. Lesko

**Frank J. Lesko
City Clerk**

City Council Rules and Procedure:

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

**AN ORDINANCE REPEALING ORDINANCE 34-1-14 AND
AUTHORIZING SIGNING OF CHECKS DRAWN ON CITY FUNDS,
FOR EMERGENCY PASSAGE**

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 34-1-14 authorizing certain personnel to sign checks drawn on City funds; and

WHEREAS, it is necessary to repeal ordinance 34-1-14 and adopt a new ordinance which makes changes to those authorized to sign checks drawn on City funds.

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

Section 1: That the City Council hereby repeals ordinance 34-1-14.

Section 2: That all checks, including payroll checks, drawn on funds of the City of Springfield, Illinois, deposited in any of the banks designated as depositories for monies in custody of the City Treasurer shall be signed either personally or facsimile by:

James O. Langfelder
Mayor

Signature

or by any one of the following:

Bonnie Drew
Executive Assistant to the Mayor

Signature

William D. McCarty
Director of the Office of Budget & Management

Signature

Ramona Metzger
Chief Accountant

Signature

Radostina Dimitrova
Budget Analyst 3

Signature

Dallas Whitford
Revenue Division Manager

Signature

and either personally or by facsimile by:

Misty Buscher
Treasurer

Signature

or by any one of the following:

Bradley M. Loscher
Deputy City Treasurer

Signature

Sue Gwillim
Operations Coordinator

Signature

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 15-14-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: May 19, 2015

OFFICE REQUESTING: OBM

CONTACT PERSON: William D. McCarty

PHONE NUMBER: 789-2191

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

DUE TO THE RECENT CHANGE IN PERSONNEL IT IS NECESSARY TO REPEAL ORDINANCE 34-1-14 AND AUTHORIZE SIGNATURES ON CHECKS DRAWN ON CITY FUNDS.

TYPE OF ORDINANCE: Repeal and Authorize

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE REPEALING ORDINANCE 34-1-14 AND AUTHORIZING SIGNING OF CHECKS DRAWN ON CITY FUNDS, FOR EMERGENCY PASSAGE

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

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: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Due to recent personnel changes it is necessary to repeal ordinance 34-1-14 and authorize signatures on checks drawn on City funds.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE APPROVING THE APPOINTMENTS OF
CORPORATION COUNSEL, THE DIRECTOR OF THE
CONVENTION AND VISITORS BUREAU AND THE DIRECTOR
OF THE OFFICE OF COMMUNITY RELATIONS**

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

WHEREAS, pursuant to the 1988 Springfield City Code of Ordinances, as amended, the appointments of Corporation Counsel, the Director of the Convention and Visitors Bureau and the Director of the Office of Community Relations are subject to the advice and consent of the City Council; and

WHEREAS, Mayor James O. Langfelder desires to appoint James K. Zerkle as Corporation Counsel pursuant to Sec. 32.30, Gina Gemberling as the Director of the Convention and Visitors Bureau pursuant to Sec. 32.86 and Juan Huerta as the Director of the Office of Community Relations pursuant to Sec. 93.05(b).

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

Section 1: That pursuant to Section 32.30 of the 1988 City of Springfield Code of Ordinances as amended, the City Council hereby approves the appointment of James K. Zerkle, 1904 Oak Creek Road, Springfield, Illinois 62704, as Corporation Counsel for the City of Springfield.

Section 2: That pursuant to Section 32.86 of the 1988 City of Springfield Code of Ordinances, as amended, the City Council hereby approves the appointment of Gina Gemberling, 1024 W. Vine Street, as the Director of the Convention and Visitors Bureau.

Section 3: That pursuant to Section 93.05(b) of the 1988 City of Springfield Code of Ordinances, as amended, the City Council hereby approves the appointment of Juan Huerta, 3024 Summerwood Drive 62712, as the Director of the Office of Community Relations.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel / Date 15-15-15

BIOGRAPHICAL STATEMENT

James K. Zerkle has extensive legal and business experience, which includes the following:

Private Law Practice involving primarily civil matters relating to private business and regulatory issues. This has included litigation in federal and state courts and complex contract commercial arbitration. This has also included substantial transactional and financing experience for both commercial and real estate issues.

Corporation Counsel, City of Springfield: Mr. Zerkle supervised the legal department consisting of 15 staff personnel. Mr. Zerkle was responsible for managing the professional legal and support staff serving the City. In addition, Mr. Zerkle supervised contract negotiations including union labor agreements, commodities supply agreements, and legal issues related to personnel for the City, which employed 1,500 employees. Mr. Zerkle was responsible for managing the legal affairs of the City. Mr. Zerkle served in this capacity for eight years.

Board of Trustees, Lincoln Land Community College: Mr. Zerkle served on the Lincoln Land Community College Board of Trustees, which is the managing authority for the college. Mr. Zerkle served twice as Chairman of the Board of Trustees. As a Board member, Mr. Zerkle participated in every management aspect of the college, including, interviewing, and hiring senior staff and annual budget matters. Mr. Zerkle served in the capacity for ten years.

Illinois Community College Board: Mr. Zerkle served as a member of the Illinois Community College Board. The Illinois Community College Board is responsible for the supervision and financial management of all community colleges located in Illinois. As a member, Mr. Zerkle participated in every aspect of management and financial operations of the state's community colleges. Mr. Zerkle served in this capacity for four years.

Managing Attorney, Roadway Services, Inc.: Mr. Zerkle served as attorney for the Midwest Division of Roadway Services, Inc. located in Chicago, which covered company operations in 14 states and employed approximately 4,000 employees. He was promoted to Managing Attorney in the holding company, where he supervised the law and real estate departments. He supervised a professional and support staff. He was responsible for the legal and real estate matters of the company. The Company had 22,000 employees at 600 locations around the United States. During this time, he supervised the real estate matters related to starting a new company called Roadway Package Systems. This start-up company went from start up to more than \$250,000,000 in revenues in a three-year period. This company was sold to Federal Express and became FedEx Ground Delivery Service.

Assistant Corporation Counsel and Assistant Defender: Mr. Zerkle served with the City of Springfield and the Office of Appellate Defender. This positions involved primarily litigation.

Gina Gemberling-Wibben

1024 West Vine Street
Springfield, Illinois 62704

ggemberlingwibben@hotmail.com
(217)341-3043

EXPERIENCE:

Springfield Illinois Convention & Visitors Bureau, Springfield, Illinois

January 2014 – Present

Acting Executive Director

- Responsible for planning, managing, directing and overseeing the City of Springfield Tourism operations including marketing, sales, and service to attract leisure and group business
- Organizational realignment, laying the foundation for healthy operations, consistent messaging and strategic direction
- Enhanced and increased outreach to ensure seamless and effective messaging
- Improved data collection and tracking methods to guarantee future efforts will continue to expand reach

Sales and Marketing Manager (Director Level)

January 2014-Present

- In addition to Sales Manager duties, responsible for the strategic direction for the Convention and Visitors Bureau
- Research, develop, and implement the department marketing plan
- Direct activities of staff including scheduling work flow, and distribution of workload.
- Manage team of four Account Executives, Marketing Specialist Digital, Marketing Specialist – Communications, Client Service Specialist, and International Program Coordinator

Sales Manager (Director Level)

2001 – January 2014

- Responsible for all aspects of the convention department including establishing and overseeing the strategic direction for the convention sales and service department, CRM system, marketing campaigns and ad placements
- Develop and implement the convention marketing plan and budget
- Evaluation of the convention sales and service systems to increase productivity resulted in an increase of sales staff
- Manage a staff of four Account Executives and Client Service Specialist

Convention Service Coordinator (Manager Level)

1999-2001

- Responsible for the management of all annual, multi-property conventions
- Worked closely with meeting planners to assist them with the organization of their conventions
- Led sales retention efforts for all annual multiple property conventions

Senior Convention Sales Coordinator (Manager Level)

1995-1999

Convention Sales Coordinator (Manager Level)

1993-1995

(Continued on next page)

R.F.S. Hotel Group – Best Western Lincoln Plaza Hotel, Springfield, Illinois

1991-1993

Director of Sales

- Responsible for the development and implementation of overall property sales objectives Successfully achieved long and short term sales goals
- Developed, implemented and evaluated effectiveness of special sales promotions
- Actively solicited group room and volume account business
- Under my leadership, the hotel sales department exceeded 1991, 1992, and 1993 budgets

EDUCATION

Patricia Stevens College, St. Louis, Missouri; Customer Service/Travel

PROFESSIONAL DEVELOPMENT

- Destination Marketing Association International, Certified Destination Management Executive (2010, Recertification 2013)
- Destination Marketing Association International, Sales Academy I & II (2003)
- Destination Marketing Association International, Convention Marketing Certificate (1998)
- Hotel Professional Education Series, Selling Techniques II Certificate (1993)
- American Hotel/Motel Educational Institute, Hospitality Sales and Advertising Certificate (1992)

PROFESSIONAL ASSOCIATIONS

- Destination Marketing Association International
- Illinois Council of Convention and Visitors Bureau – Executive Committee, Meet in Illinois Liaison 2014-present)
- Greater Springfield Chamber of Commerce (Ambassador 1992-1995, Board Member 2014-present)
- Downtown Springfield Inc (Board Member 2014-present)
- Illinois Route 66 Scenic Byway (Board Member 2014-present)
- Illinois Council of Convention and Visitors Bureau - Meet in Illinois (Chair 2003-2005)
- Hospitality Sales and Marketing Association International
- Society of Government Meeting Professionals (Board Member 1992-1995)
- Illinois Society of Association Executives (Board Member 2003)
- Religious Conference Managers Association
- American Society of Association Executives

Juan Huerta
3024 Summerwood Drive
Springfield, IL 62712
H (217) 529-1220
C (217) 414-0679
PanamaCityBiz@Gmail.com

SUMMARY OF QUALIFICATIONS

- 22 years management experience – direct management of employees, budgets, and contracts.
- Leadership skills with the ability to motivate and coach team members.
- Build and lead both internal and external teams.
- Develop cross functional partnerships internally and externally.
- Ability to interface with all levels within the organization.
- Excellent organizational and time management skills.
- Strong human relations and communication skills (Written and Verbal)
- Multi-lingual (fluent in Spanish and English).
- Attention to detail and strong work ethics.
- Trustworthy.
- Project management experience – recently evaluated Supply Center Operations, outsourcing of Shredding Operations, and evaluation of mail inserting equipment.
- Excellent communication & negotiation skills.
- Ability to accurately identify, analyze and solve problems.
- Ability to work effectively both independently and in a team environment.
- Self-starter motivated to learn new skills.
- Strong client relationship skills.

PROFESSIONAL EXPERIENCE

August 1992 - Present

(August 2014 – Present) **Director of Document and Support Services**, Horace Mann Companies, 1 Horace Mann Plaza, Springfield, Illinois 62715 <http://www.horacemann.com/>

Currently managing Mail Distribution, Disaster Recovery, Supply Services, Corporate Records, Microfilm/Microfiche, Printing Operations and Scanning Operations for the Administrative Services Division at Horace Mann Companies.

Responsible for department budget functions, cost reductions, and vendor relations. Complete monthly budget reports, provide analysis, and assist with summary forecasts and end-of-year budget explanations on four managed areas.

Responsible for hiring staff, performance reviews, training, and approve employee salary adjustments.

Juan Huerta

(December 2006-August 2014) **Director of Document and Support Services** - Client File Unit, Mail Distribution, Disaster Recovery, Supply Services, Printing Operations, Fax Services, Microfilm/Fiche and Scanning Operations.

(July 2004-December 2006) **Director of Telecommunications, Mail Distribution, and Copy Services** – Responsible for hiring employees, conducting performance reviews, training, and approving salary adjustments of employees.

Also responsible for planning, leading, organizing, and controlling business operations. Prepared and controlled the department budget in excess of \$700,000.

20-employees reported to this position including 2 group leaders and 2 managers.

(December 2000 – July 2004) **Manager of Support Services** - In addition to Supervising Mail, Printing, and Fax Operations, I acquired responsibilities for Disaster Recovery for the Administration Division.

Evaluated strengths and weaknesses within the Administration Division. Responsible for writing all disaster recovery plans. Served on the Business Continuity Committee to assure all of the recovery plans were tested yearly and kept updated.

Maintained vendor contingency plans to assure they would assist us in the event of a disaster. Worked closely with our IT Division to assure systems were tested for recoverability and validated department recovery procedures to assure they met business requirements.

Supervised Mail, Printing and Fax Operations to assure we met all of the requirements from the SEC, USPS Postal Services and Internal Audit Unit.

(June 1998-December 2000) **Manager of Mail Services, Copy Services and Fax Operations** -

All duties for Mail Services remained the same. In addition to Mail Services, I acquired responsibilities for Copy Services and Fax Operations which included 3 additional employees.

Supervised a total of 29 employees, plus 2 Group Leaders. Responsible for all corporate printing functions including sales materials, agent marketing materials, annual and weekly bulk mailing correspondence (1099's, 5498's & Annuity Confirmation). Evaluated and analyzed printing equipment and purchased equipment if it needed replacement. Managed fax operations and assured all incoming faxes were delivered to the correct destination.

Responsible for managing maintenance agreements and supplies (paper, toner, staples) for copier equipment and fax machines for the corporate home office.

(August 1993 – May 1998) **Supervisor of Mail Services** - Supervised a total of 26 employees, plus a Group Leader. Responsible for corporate mail pick-up/delivery. Assured mail was sorted, documented, and sent out by established deadlines. This included incoming and outgoing Annuity Mail that was regulated by the SEC. This included 1099's, Annuity confirmations, corporate billing for all business lines and time-sensitive marketing materials to agents across the Country.

Juan Huerta

Served as a liaison between Horace Mann and United States Postal Service, Federal Express, UPS and Airborne Express. Served as Horace Mann Postal Director and was responsible for complying with all Federal postal regulations/policies. Served on discussion panels for the USPS.

Evaluated equipment that needed replaced (inserting machines, postage meters, folding equipment, and copy machines). Responsible for maintaining budgets and corporate records for postage meters, reconciliation of FedEx bills and maintenance contracts for mailing equipment. Evaluated pre-sort mailing vendors for cost reductions on corporate postage. Responsible for all employee training, performance evaluations, salary action and development plans.

(August 1992 – July 1993) – **Customer Service Specialist** – Provided product and process expertise to all Horace Mann customers. Effectively communicated the best possible response/resolutions to customer inquiries. Accomplished goals for first call resolution to assure customer satisfaction. Worked with units across the organization to assure our customers received world class customer service. Assured all customer requests were processed by established deadlines.

College Education

Associates degree, Bachelor of Arts degree, Illinois College, Jacksonville, Illinois.
Major: Economics and Business Administration

Liberal Arts degree, Lincoln College, Lincoln, Illinois.

Altamont Community High School, Altamont Illinois, (May 1983)

Continued Education

- HIPAA Training.
- Attended leadership courses and seminars.
- Ongoing participation in company sponsored management-training courses.
- Completed several courses in writing and presentation skills.
- Interested in pursuing PMI certification.

Computer Skills

- Hands-on experience using the full suite of Microsoft Office products.
- Data analysis – budget management and reporting.

References available upon request.

Juan Huerta

Community Involvement

- Volunteer for the Make a Wish Foundation since 2005. Tasks included:
 - Wish granter: meet with wish children and families to plan and execute the wishes of the children.
 - Served on 20th Anniversary Celebration Planning Committee.
 - Provided translation services for Spanish speaking families.
- 1994-1998- Member of Horace Mann Affirmative Action Committee as a representative of the Administration Division- As a member, we promoted affirmative action and made sure the corporation was aware of all new policies and procedures. We also were responsible for bringing developing issues within our department to the Affirmative Action Council. I was responsible for resolving issues within our department regarding behaviors, treating employees with respect, and language.
- 2013-2014 - Vice President of Timberlane neighborhood association (Ward 1). Responsible for collecting Neighborhood Association dues from residents and assisting residents' with their concerns.
- 2013-2014 - Served as volunteer to the Downtown Festival Blues & Bar-B-Q.
- 2014- Current-Board Member of the Boys and Girls Club. Currently serving on the facility committee to assure we have a safe environment of all members and staff. Since joining the club we have been able to add new security cameras, built a new lounge for the kids, renovated the kitchen and computer room, and did a restoration of the gymnasium. We will continue to work to improve the facility for the community. My goal is to improve the life of our future leaders and their quality of life. I'm looking forward to fixing the parking lot and adding lights to the baseball field. I'm also serving as a Youth Mentor at the B&G Club promoting education and respect. This has been one of the most gratifying things I done in my life.
- 2000-2003- Bright Ideas Committee- I was honored to represent the Human Resources and Administrative Services Division in the committee. We evaluated all incoming ideas and concerns from the entire corporation and recommend the necessary steps to the President of the corporation.
- Horace Mann Brand Committee 2012-2013- Served in this committee and assisted creating Brand Beliefs for our corporation. Very proudly served in this committee to promote respect, integrity, fairness, customer service and a positive environment for our work force. Conducted meeting sessions and educated employees of the Administrative Services Division on our Brands Beliefs.
- Youth Mentor –
 - Coached various ages and groups across the community.
 - Coach numerous boys and girls basketball at the Gym Facility.
 - Conducted basketball clinics in Rochester Illinois.
 - Coach Little Flower Girls 7th and 8th grade Teams in 2012-2013. 8th grade team placed 4th in the state. Took all necessities classes from the Springfield Catholic Diocese to be able to coach youth girls (Protecting God's children's).
 - Coach of the year in 2013. Diploma presented by the IESA.
 - Coach Team Swish 2012- Present.
 - Coach Boys Basketball at Intramural League at SHG High School in 2011-2012.
 - Coach YMCA Soccer Team from Little Flower School 2009- 2012.
 - Coach Girls Softball Team 2011- 2012.
 - Coach the Panamanian Men's Basketball Team in Puerto Rico (summer of 2013).

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

May 19, 2015

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: Bonnie Drew

PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: Appointments

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE APPOINTMENTS OF CORPORATION COUNSEL, THE DIRECTOR OF THE CONVENTION AND VISITORS BUREAU AND THE DIRECTOR OF THE OFFICE OF COMMUNITY RELATIONS

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

Resumes

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:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will approve the appointments of James K. Zerkle as Corporation Counsel pursuant to Sec. 32.30 of the City Code; Gina Gemberling as Director of Convention and Visitors Bureau pursuant to Sec. 32.86 and Juan Huerta as Director of the Office of Community Relations pursuant to Sec. 93.05(b)

SIGN OFF:

(Mayor's Signature)

(Director of OEM)

9638

AN ORDINANCE APPROVING THE APPOINTMENT OF BRADLEY M. LOSCHER AS DEPUTY CITY TREASURER

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

WHEREAS, pursuant to Sec. 32.41(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Treasurer, with approval of the city council, shall appoint a deputy city treasurer; and

WHEREAS, City Treasurer, Misty Buscher, has appointed Bradley M. Loscher to fill the position of deputy city treasurer.

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

Section 1: That pursuant to Sec. 32.41(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Council hereby approves the appointment of Bradley M. Loscher, who resides at 3700 Whig Street, Springfield IL 62711, as Deputy City Treasurer.

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

PASSED: _____, 2015

SIGNED: _____, 2015

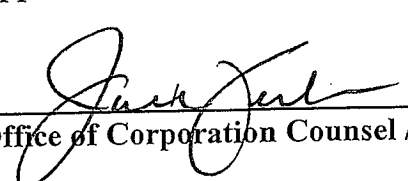
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 5-14-2015
Office of Corporation Counsel / Date

Bradley M. Loscher

3700 Whig Street
Springfield, Illinois 62711
217-546-4364
b.loscher@comcast.net

EDUCATION

Illinois State University, Normal, Illinois
Bachelor of Science, Major Finance, Minor Economics and Business
Administration

Completion of 25 hours of accounting course work including
Intermediate Accounting I and II, Advanced Accounting, Cost Accounting
and Auditing Concepts.

EXPERIENCE

October 1998-
Present

City of Springfield, Treasurer's Office Investment Manager

- Execute all investment transactions for the city by working with multiple broker dealers.
- Execute all transfers of funds using the Federal Reserve Bank, Automated Clearing House and the Illinois Funds.
- Team leader for developing requests for proposals and negotiating bank service contracts.
- Implementing and monitoring ongoing bank and broker agreements.
- Training and managing a staff of one assistant.
- Monitoring and balancing a trust custody account.
- Maintaining compliance with Illinois State Statutes and Municipal Code as it applies to investments.
- Balancing and reporting on the city's investment portfolio.
- Point person for questions involving bank relationships, including opening, closing and problems with City of Springfield accounts.
- Monitoring bond market conditions and interest rate trends for budgetary considerations.
- Composed and updated policy and procedure manual for the Investment Division of the City of Springfield. Policy was recognized for excellence by the Association of Public Treasurer's, United States and Canada, August 2006.
- Awarded Certified Public Funds Investment Manager by the Association of Public Treasurer's, United States and Canada.

Bradley M. Loscher, Continued

April 1991 to
October 1998

City of Springfield, Treasurer's Office
Investment Division Manager

- Executed all investment transactions for the city by working with multiple broker dealers.
- Executed all transfers of funds using the Federal Reserve Bank, Automated Clearing House and the Illinois Funds.
- Monitored and balanced two trust custody accounts.
- Maintained compliance with Illinois State Statutes and Municipal Code and it relates to investments.
- Balanced and reported on the city's investment portfolio.
- Trained and managed a staff of one assistant.

October 1988 to
April 1991

Springfield Sacred Heart Credit Union
Loan Officer

- Originated and serviced an installment loan portfolio.
- Instituted a mortgage loan program.
- Maintained an escrow account for mortgage loan customer's taxes and insurance payments.
- Answered general loan related questions.
- Sold other financial products.

October 1986 to
October 1988

Magna Bank, Springfield
Loan Interviewer

- Originated and serviced real estate and commercial loan portfolios.
- Participated in the loan committee.
- Posted loan payments.
- Answered loan inquiries.
- Sold related bank products.

PERSONAL INFORMATION

Personal activities include coaching youth baseball and football. I also enjoy playing golf and going on trips with my family.

Reference List Provided Upon Request

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
DATE OF 1ST READING: May 19, 2015

OFFICE REQUESTING: Treasurer's Office CONTACT PERSON: Misty Buscher
PHONE NUMBER: 789-2224

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

TYPE OF ORDINANCE: Appointment FISCAL IMPACT: _____
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
AN ORDINANCE APPROVING THE APPOINTMENT OF BRADLEY M. LOSCHER AS DEPUTY CITY TREASURER

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

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: _____
☐ 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						EXPENDITURE					
Fund	Agency	Org	Activity	Source	Amount	Fund	Agency	Org	Activity	Object	Amount
1						1					
2						2					
3						3					
4						4					

FUNDS CHECK BY: _____ Date: _____

DIRECTOR / SUPERVISOR SIGNATURE Misty Buscher Date: 5/13/15

CITY PURCHASING AGENT: _____ Date: _____

COMMENTS
Pursuant to Section 32.41(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Treasurer, with approval of the City Council shall appoint a deputy city treasurer. Treasurer Misty Buscher desires to appoint Bradley M. Loscher who resides at 3700 Whig Street, as Deputy City Treasurer.

SIGN OFF: _____ (Mayor's Signature) _____ (Director of OBM) 9640

AN ORDINANCE APPROVING THE APPOINTMENT OF MICHAEL R. SNEED AS DEPUTY CITY CLERK

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

WHEREAS, pursuant to Sec. 32.26(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Clerk, with approval of the City Council, shall appoint a Deputy City Clerk; and

WHEREAS, City Clerk Frank J. Lesko has appointed Michael R. Sneed to fill the position of Deputy City Clerk.

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

Section 1: That pursuant to Sec. 32.26(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Council hereby approves the appointment of Michael R. Sneed, 400 Brandywine Drive Apt. D, Springfield IL 62704, as Deputy City Clerk.

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 James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 5-14-2015
Office of Corporation Counsel / Date

Michael R. Sneed
400 Brandywine Drive Apt D
Springfield, IL 62704
(217) 341-1433
sneedmike1979@gmail.com

Education:

University of Illinois Springfield: Bachelor of Arts in Political Science

Lincoln Land Community College: Associate of Arts in Political Science

Springfield Southeast High School: High School Diploma

Work History:

Illinois State Treasurer's Office

Outreach Assistant, Springfield, IL

March 2011 – January 2015

- Coordinated community events at health fairs, trade shows, county fairs, senior centers, and libraries for the Unclaimed Property Division
- Searched for, reviewed and processed unclaimed property claims through the Illinois State Treasurer's I-Cash online system

South Lawn Fire District

Treasurer and Trustee, Springfield, IL

July 2010 – May 2015

- Attend quarterly government meetings to review and discuss contracts with the City of Springfield
- Write, sign, and authorize checks to the City of Springfield for Laketown fire protection

Central State Fireworks

Licensed Pyrotechnician, Athens, IL

June 2003 – present

- Licensed by the Bureau of Alcohol, Tobacco, Firearms and Explosives
- Assist with the organization and safe execution of firework events at University of Illinois football games

Sangamon County Circuit Clerk

Small Claims Court Clerk, Springfield, IL

January 2008 – February 2011

- Organized court files, recorded hearings, and typed, prepared, and entered court notes on judge's docket for up to 200 cases per court call

Sam's Club

Produce Associate, Springfield, IL

March 1999 – September 2010

- Served produce department customers by stocking and rotating produce and driving a forklift, scissor lift, and pallet driver

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

May 19, 2015

OFFICE REQUESTING: City Clerk

CONTACT PERSON: Frank J. Lesko

PHONE NUMBER: 789-2216

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

TYPE OF ORDINANCE: Appointment

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE APPOINTMENT OF MICHAEL R. SNEED AS DEPUTY CITY CLERK

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

Resume

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:

Previous Ord #'s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Pursuant to Section 32.26(d) of the 1988 City of Springfield Code of Ordinances, as amended, the City Clerk, with approval of the City Council shall appoint a deputy city clerk. City Clerk Frank J. Lesko desires to appoint Michael R. Sneed, who resides at 400 Brandywine Drive Apt. D, as Deputy City Clerk.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO JAN CIMAROSSA, AN
OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR A PRO SE
SETTLEMENT OF WORKERS' COMPENSATION CASE CLAIM NUMBER
14294E229368**

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, Jan Cimarossa was a meter reader for the Office of Public Utilities on May 19, 2014, and reported an injury to his right shoulder when he slipped and fell while checking meters; and

WHEREAS, Mr. Cimarossa was initially seen at the Ortho Center of Illinois and sent for an MRI which revealed a full thickness tear of the supraspinatus; and

WHEREAS, surgery was recommended and performed in July of 2014 and Mr. Cimarossa was able to return to work light duty in July of 2014 and full duty in January of 2015; and

WHEREAS, Mr. Cimarossa requested a pro se settlement for claim number 14294E229368 and is willing to settle his claim in the amount of \$36,000.00 representing a permanent partial disability equivalent to 10% loss of use of a man as a whole; and

WHEREAS, CCMSI, the City's third party administrators, recommend payment of \$36,000.00 to Mr. Cimarossa to settle workers compensation claim 14294E229368.

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

Section 1: That the City Council hereby authorizes payment of \$36,000.00 to Jan Cimarossa, an Office of Public Utilities employee, to settle workers compensation claim 14294E229368 representing a permanent partial disability equivalent to 10% loss of use of a man as a whole. The Mayor and City Clerk are hereby authorized to execute any necessary documents to settle this claim 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 \$36,000.00 to Jan Cimarossa, pro se, 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 \$36,000.00.

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

PASSED: _____, 2015

SIGNED: _____, 2015

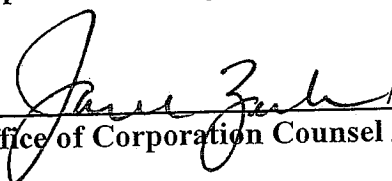
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 5-14-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

May 19, 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: \$36,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JAN CIMAROSSA, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CASE CLAIM NUMBER 14294E229368 (IWCC number pending).

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

CONTRACTOR / VENDOR NAME Jan Cimarossa 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: _____

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)

CWLP REIMBURSEMENT

	Fund	Agency	Org	Activity	Source	Amount
1	074	107	BMGT	WCMP	5002	36,000.00
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$36,000.00
2						

DATE OF HIRE: 08/02/99

FUNDS CHECK BY: Date:

DIRECTOR / SUPERVISOR SIGNATURE Date:

CITY PURCHASING AGENT: Date:

COMMENTS

Jan Cimarossa was a meter reader for the Office of Public Utilities, and on May 19, 2014 reported an injury to his right shoulder when he slipped and fell while checking meters. He was initially seen at the Ortho Center of Illinois and sent for an MRI which revealed a full thickness tear of the supraspinatus. Surgery was recommended and performed in July of 2014. Mr. Cimarossa was able to return to work light duty in July of 2014 and full duty in January of 2015. He requested a pro se settlement (for claim number 14294E229368) and is willing to settle his claim in the amount of \$36,000.00 representing a permanent partial disability equivalent to 10% MAW. CCMSI, the city's third party administrator, recommend payment of \$36,000.00 to Mr. Cimarossa to settle workers' compensation claim number 14294E229368 (IWCC number pending).

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A"
LIQUOR LICENSES BY ONE FOR DOWNTOWN GOLF, INC., 113 ½ N.
5TH STREET**

WHEREAS, Downtown Golf, Inc. has applied for a Class "A" liquor license for the business known as Downtown Golf located at 113 ½ N. 5th Street; and

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

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

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

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

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:

Approved as to legal sufficiency:

Liquor Control Commission

Office of Corporation Counsel / Date 5-14-2015

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

5/19/15

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License

FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE FOR DOWNTOWN GOLF, INC. D/B/A DOWNTOWN GOLF, 113 1/2 N. 5TH STREET

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

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:

Previous Ord #'s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is to increase the number of Class "A" liquor Licenses by one for Downtown Golf, Inc. d/b/a Downtown Golf, 113 1/2 N. 5th Street. A Class "A" liquor license is a tavern license allowing the licensee to sell for onsite consumption from glass or pitcher only and is a 1 a.m. license.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9644

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B"
LIQUOR LICENSES BY ONE FOR CAFÉ ANDIAMO LLC D/B/A
ANDIAMO EXPRESS, 206 SOUTH 6TH STREET**

WHEREAS, Café Andiamo LLC currently holds a Class "B" liquor license for the business known as Andiamo Express located at 206 South 6th Street; and

WHEREAS, Café Andiamo LLC is relinquishing the Class "B" liquor license; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "B" liquor licenses by one.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:
Liquor Control Commission

Approved as to legal sufficiency:

 5-14-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 5/19/15

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR CAFÉ ANDIAMO LLC D/B/A ANDIAMO EXPRESS, 206 SOUTH SIXTH STREET

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is to decrease the number of Class "B" liquor licenses by one for Cafe Andiamo LLC, d/b/a Andiamo Express, 206 South Sixth St., Springfield, Illinois. A Class "B" liquor license shall entitle the licensee to sell alcoholic liquor, in the original package only, for consumption off of the premises, but shall not authorize consumption on the premises. This is a 1 a.m. license.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF BITUMINOUS PREMIX
FROM THE SANGAMON COUNTY HIGHWAY DEPARTMENT FOR THE 2015
MAINTENANCE SEASON FOR THE OFFICE OF PUBLIC WORKS IN AN
AMOUNT NOT TO EXCEED \$275,000.00**

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, the Sangamon County Highway Department has agreed to sell bituminous premix at the County's cost to the City of Springfield; and

WHEREAS, the City Purchasing Agent has made a determination in writing, that this purchase 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 said premix from the County.

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

Section 1: That the City Council hereby authorizes the Office of Public Works to purchase up to \$275,000.00 of bituminous premix from the Sangamon County Highway Department.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to the Sangamon County Highway Department (OSAN 6701) in an amount not to exceed \$275,000.00 from account number 041-110-GAST-STRS-1407 for all premix purchased by the Office of Public Works under the terms and conditions set forth above.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 5-14-2015
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Jay Wavering

DATE: May 5, 2015

SUBJECT: Request for Sole Source Determination

I have reviewed the OBM Fact with Sangamon County Highway Department to purchase Bituminous Premix in an amount not to exceed \$275,000.00 for the Office of Public Works.

Based on the information provided Sangamon County Highway Department is the sole source of the premix and is, therefore, the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

copy: file

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-33
DATE OF 1ST READING: 5/19/15

OFFICE REQUESTING: Public Works

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

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

TYPE OF ORDINANCE: _____ FISCAL IMPACT: \$ 275,000.00
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGFIELD TO PURCHASE BITUMINOUS PREMIX FROM THE SANGAMON COUNTY HIGHWAY DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$275,000.00 FOR THE 2015 MAINTENANCE SEASON FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Sangamon County Highway Department VENDOR NO: 0SAN6701
CONTRACT TERM: one year CONTRACT # NA16-GPC Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$275,000.00
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1407 \$ 275,000.00
2					
3					
4					

FUNDS CHECK BY: [Signature] Date: 5/14/15
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 5/14/15
CITY PURCHASING AGENT: [Signature] Date: 5/15/15

COMMENTS

The Sangamon County Highway Department mixes their own asphalt and sells it to various townships and also to the City of Springfield. The unit costs this year are anticipated to be \$56.62/ton for CA 16 mix. Public Works crews use it for general maintenance activities and to blade over the top of oil mat alleys that are in bad shape. We have been buying it from the County for the past 25 years.

SIGN OFF:

[Signature] (Mayor's Signature)

[Signature] (Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH,
AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$189,600.00 TO, HANSON
PROFESSIONAL SERVICES INC., FOR DESIGN AND CONSTRUCTION
ENGINEERING SERVICES FOR THE SPRINGFIELD CIPP SEWER LINING
PROJECT FOR THE COOK STREET SEWER DISTRICT, FOR THE OFFICE OF
PUBLIC WORKS**

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

WHEREAS, the Office of Public Works desires design and construction engineering services for the Springfield CIPP sewer lining project for the area bounded by Cook Street, South Grand Avenue, 11th Street and Martin Luther King Boulevard; and

WHEREAS, Hanson Professional Services Inc., is willing and able to provide these services for an amount not to exceed \$189,600.00; and

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

WHEREAS, the agreement with Hanson Professional Services Inc. 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 an agreement with and payment in an amount not to exceed \$189,600.00 to Hanson Professional Services Inc. for design and construction engineering services for the Springfield CIPP sewer lining project for the area bounded by Cook Street, South Grand Avenue, 11th Street and Martin Luther King Boulevard. 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 payment to Hanson Professional Services Inc. (OHAN 1501) in the amount of \$189,600.00 from account number 015-110-SEWR-OSUR-2308 upon satisfactory performance of the agreement.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel / Date

James O. Langfelder 5-18-2015



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

MEMORANDUM

TO: Matt Gairani

FROM: Jay Wavering

DATE: May 11, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Hanson Professional Services, Inc. for engineering services for the Springfield CIPP Sewer Lining Project for Cook Street Sewer District in an amount not to exceed \$189,600.00 for the Office of Public Works, Sewer Division.

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

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-34
DATE OF 1ST READING: 5/19/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: John Higginbotham
PHONE NUMBER: 789-2260EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: professional services FISCAL IMPACT: \$189,600

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR THE SPRINGFIELD CIPP SEWER LINING PROJECT FOR THE COOK STREET SEWER DISTRICT.

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

Contract

CONTRACTOR / VENDOR NAME: Hanson Professional Services, Inc.

VENDOR NO: 0HAN 1501

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$189,600.00
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	0SUR	2308	\$189,600
2						
3						
4						

FUNDS CHECK BY: <i>[Signature]</i>	Date: 5/11/2015
DIRECTOR / SUPERVISOR SIGNATURE: <i>[Signature]</i>	Date: 5/11/15
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: 5/11/15

COMMENTS

This ordinance approves a contract with Hanson Professional Services, Inc. for design and construction engineering services related sewer improvements for the area bound by Cook Street, South Grand Avenue, 11th Street and Martin Luther King Boulevard.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\15-34 Ord Hanson Cook Street CIPP Project information supplied on this form is not confidential information.

Revised 5/26/04

Professional Services Agreement C15L0045

This Agreement is made this 17 day of April, 2015 between the City of Springfield, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Springfield Cured in Place Pipe (CIPP) Sewer Lining Project for the Cook Street Sewer District, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

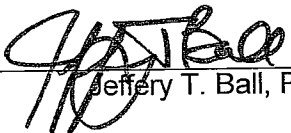
The attached General Conditions (C/S) Rev 4 are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

City of Springfield

By: 
Jeffery T. Ball, P.E.

By: _____

Title: SENIOR VICE PRESIDENT

Title: _____

Date: 04/17/15

Date: _____



Professional Services Agreement C15L0045 Attachment A – Scope of Services

Agreement Date: April 17, 2015

Project: Springfield Cured in Place Pipe (CIPP) Lining Project for the Cook Street Sewer District

Project Description:

Due to deterioration and aging of the sewer system within certain areas of the city, rehabilitation efforts are necessary to improve the City's sewer system. The Cook Street Sewer District has been televised and a rehabilitation plan has been put in place to repair the system.

The City plans to pursue an Illinois EPA State Revolving Fund loan for the project which will require IEPA standard bidding documents. The project includes two primary tasks; preparation of plans and specifications for the Cook Street Sewer District rehabilitation project, and providing bidding and construction related services. The sewers included in the project are limited to: 11th, 12th, 13th, 14th, 15th, 16th, 17th, and Martin Luther King Jr. (MLK) Drive from South Grand to Cook, South Grand from 11th Street to MLK Drive, Brown Street from 12th Street to 14th Street, Stuart Street from 17th Street to MLK Drive, and Cass Street from 17th Street to MLK Drive.

Services:

The Scope of Services to be provided is limited to the following:

- A. Perform a topographic survey of Twelfth Street from Stuart Street to Clay Street.
 - a. A design level JULIE locate will be initiated and available utility departments mark the proposed alignment prior to survey.
 - b. The street will be surveyed from back of sidewalk to back of sidewalk.
 - c. Visible utilities will be data collected.
 - d. Existing manholes will be data collected including rim and invert elevations.
- B. Prepare contract plans for one bid package for the sewers identified in the project description. The plans will be formatted as follows:
 - a. Cover sheet
 - b. Quantity sheet with general notes.
 - c. CIPP Plan sheets:
 - i. Rehabilitation plan sheets for CIPP lining will have two aerial strip maps of the proposed rehabilitation alignment per sheet with manhole numbers, sewer type and size, building fronts and house number along with street names. A table will accompany each strip map with information including spot repair locations, length of sewer and which sewer services to reinstate.
 - d. Sewer Replacement Plan Sheets:
 - i. Plan sheets for sewers to be removed and replaced will consist of plan and profile sheets.
 - ii. The sheets will include sewer lateral locations and replacement limits along with pavement and sidewalk restoration limits.



- e. Traffic Control: Traffic control plan sheets will be created for each area of rehabilitation.
- C. Prepare specifications which will include the City's standard CIPP lining specifications, the Illinois EPA SRF Loan required specifications to supplement the City's standard "Front-End" documents and special provisions pertinent to each area of work.
- D. Meet with the Sewer Division staff to review the proposed plans and specifications (2 meetings).
- E. Prepare the final design package which includes:
 - a. Final specifications and special provisions.
 - b. Final plans with pay items, quantities, general notes and details.
- F. Prepare a summary of quantities and an opinion of probable construction cost for the project.
- G. Prepare final bid documents including review comments from the City.
- H. Permitting Services
 - a. Submit documents to the Illinois Historic Preservation Agency for agency for the portions of the project being removed and replaced.
 - b. Submit construction permit documents to the Illinois EPA for the proposed project consisting of:
 - i. WPC-PS1 Permit Application
 - ii. Schedule A/B Form
- I. Assist and coordinate with City during bid review and submittal to IEPA for SRF approval.
- J. Bidding Services
 - a. Prepare for and attend a pre-bid meeting including agendas, sign in sheets and minutes.
 - b. Respond to questions via addenda during bidding.
 - c. Review the bids and provide an award recommendation to the City.
- K. Construction
 - a. Prepare documentation for and attend a preconstruction conference.
 - b. Coordinate with the Contractor and review shop drawings.
 - c. Prepare a set of Record Drawings for the portion of the rehabilitation project involving removing and replacing sanitary sewer mains. CIPP record documents will be the final televising logs and videos.
- L. Construction Observation for CIPP Lining
 - a. Coordinate with the television inspection contractor on the pre-lining televising.
 - b. Observe the sewer lining.
 - c. Observe the service sewer tap reinstatement.
 - d. Observe the post lining television inspection and coordinate with the City.
- M. Construction Observation for Removal and Replacement
 - a. Daily observation of the construction of the replacement work including measurement of quantities and recording of quantities on daily reports.
 - b. Issue written clarifications or interpretations of the requirements of the Contract Documents.
 - c. Authorize minor variations of the work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.



- d. Provide written opinion to the Client with regard to any claims or disputes and other matters relating to the acceptability of the work or the interpretations of the requirements of the Construction Documents.
- e. Recommend and prepare Change Orders for the Client to authorize an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time.
- f. Attend meetings with Client, Contractor, and or property owners to discuss the work.
- g. Review monthly progress payment estimates.
- h. HANSON will assume the responsibilities of the ENGINEER as stated in the Contract Documents.

N. Construction Observation: General

- a. Hanson will not be responsible for means, methods or management of construction and has no responsibility for job site safety.



**Professional Services Agreement
C15L0045
Attachment B – Charges for Services**

Agreement Date: April 17, 2015

Project: Springfield CIPP Lining Program for the Cook Street Sewer District

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Design Scope of Services for this project will be \$68,000. It is estimated the total cost to accomplish Bidding and Construction Services for this project will be \$121,600. Hanson agrees not to exceed \$189,600 without prior notification to the Client.

Client Expenditure Authorization Statement:

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



General Conditions

Hanson Agreement: C15L0045

Agreement Date: April 17, 2015

Project Name: Springfield Cured in Place Pipe (CIPP) Sewer Lining Project for the Cook Street Sewer District

JTB 1 Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

JTB 3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses ~~including court costs and attorney's fees~~ arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: **JTB** HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional reckless acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to

CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict

liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors. JTB

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any JTB

~~statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.~~

~~JTB 13. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.~~

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

~~JTB 16. **Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for

construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as ~~JTB~~ confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party, unless otherwise required by law.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed

solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

27. Hanson agrees to adhere to the provisions of Ch. 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly §93.13

thereof which shall constitute the affirmative action program of this Agreement.

28. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating §33E-3 or 33E-4 of the Illinois Criminal Code. JTB

29. Hanson certifies it is not delinquent in the payment of any tax administered by the City of Springfield or the State of Illinois. JTB

Professional Services Agreement C15L0045

This Agreement is made this 17 day of April, 2015 between the City of Springfield, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Springfield Cured in Place Pipe (CIPP) Sewer Lining Project for the Cook Street Sewer District, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S) Rev 4 are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc. City of Springfield

By: _____	_____
Jeffery T. Ball, P.E.	<i>[Signature]</i>
Title: _____	_____
Service Vice President	
Date: _____	_____
_____	04/17/15



Professional Services Agreement

C15L0045

Attachment A – Scope of Services

Agreement Date: April 17, 2015

Project: Springfield Cured in Place Pipe (CIPP) Lining Project for the Cook Street Sewer District

Project Description:

Due to deterioration and aging of the sewer system within certain areas of the city, rehabilitation efforts are necessary to improve the City's sewer system. The Cook Street Sewer District has been televised and a rehabilitation plan has been put in place to repair the system.

The City plans to pursue an Illinois EPA State Revolving Fund loan for the project which will require IEPA standard bidding documents. The project includes two primary tasks; preparation of plans and specifications for the Cook Street Sewer District rehabilitation project, and providing bidding and construction related services. The sewers included in the project are limited to: 11th, 12th, 13th, 14th, 15th, 16th, 17th, and Martin Luther King Jr. (MLK) Drive from South Grand to Cook, South Grand from 11th Street to MLK Drive, Brown Street from 12th Street to 14th Street, Stuart Street from 17th Street to MLK Drive, and Cass Street from 17th Street to MLK Drive.

Services:

The Scope of Services to be provided is limited to the following:

- A. Perform a topographic survey of Twelfth Street from Stuart Street to Clay Street.
 - a. A design level JULIE locate will be initiated and available utility departments mark the proposed alignment prior to survey.
 - b. The street will be surveyed from back of sidewalk to back of sidewalk.
 - c. Visible utilities will be data collected.
 - d. Existing manholes will be data collected including rim and invert elevations.
- B. Prepare contract plans for one bid package for the sewers identified in the project description. The plans will be formatted as follows:
 - a. Cover sheet
 - b. Quantity sheet with general notes.
 - c. CIPP Plan sheets:
 - i. Rehabilitation plan sheets for CIPP lining will have two aerial strip maps of the proposed rehabilitation alignment per sheet with manhole numbers, sewer type and size, building fronts and house number along with street names. A table will accompany each strip map with information including spot repair locations, length of sewer and which sewer services to reinstate.
 - d. Sewer Replacement Plan Sheets:
 - i. Plan sheets for sewers to be removed and replaced will consist of plan and profile sheets.
 - ii. The sheets will include sewer lateral locations and replacement limits along with pavement and sidewalk restoration limits.



- e. Traffic Control: Traffic control plan sheets will be created for each area of rehabilitation.
- C. Prepare specifications which will include the City's standard CIPP lining specifications, the Illinois EPA SRF Loan required specifications to supplement the City's standard "Front-End" documents and special provisions pertinent to each area of work.
- D. Meet with the Sewer Division staff to review the proposed plans and specifications (2 meetings).
- E. Prepare the final design package which includes:
 - a. Final specifications and special provisions.
 - b. Final plans with pay items, quantities, general notes and details.
- F. Prepare a summary of quantities and an opinion of probable construction cost for the project.
- G. Prepare final bid documents including review comments from the City.
- H. Permitting Services
 - a. Submit documents to the Illinois Historic Preservation Agency for agency for the portions of the project being removed and replaced.
 - b. Submit construction permit documents to the Illinois EPA for the proposed project consisting of:
 - i. WPC-PS1 Permit Application
 - ii. Schedule A/B Form
- I. Assist and coordinate with City during bid review and submittal to IEPA for SRF approval.
- J. Bidding Services
 - a. Prepare for and attend a pre-bid meeting including agendas, sign in sheets and minutes.
 - b. Respond to questions via addenda during bidding.
 - c. Review the bids and provide an award recommendation to the City.
- K. Construction
 - a. Prepare documentation for and attend a preconstruction conference.
 - b. Coordinate with the Contractor and review shop drawings.
 - c. Prepare a set of Record Drawings for the portion of the rehabilitation project involving removing and replacing sanitary sewer mains. CIPP record documents will be the final televising logs and videos.
- L. Construction Observation for CIPP Lining
 - a. Coordinate with the television inspection contractor on the pre-lining televising.
 - b. Observe the sewer lining.
 - c. Observe the service sewer tap reinstatement.
 - d. Observe the post lining television inspection and coordinate with the City.
- M. Construction Observation for Removal and Replacement
 - a. Daily observation of the construction of the replacement work including measurement of quantities and recording of quantities on daily reports.
 - b. Issue written clarifications or interpretations of the requirements of the Contract Documents.
 - c. Authorize minor variations of the work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents.



- d. Provide written opinion to the Client with regard to any claims or disputes and other matters relating to the acceptability of the work or the interpretations of the requirements of the Construction Documents.
- e. Recommend and prepare Change Orders for the Client to authorize an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time.
- f. Attend meetings with Client, Contractor, and or property owners to discuss the work.
- g. Review monthly progress payment estimates.
- h. HANSON will assume the responsibilities of the ENGINEER as stated in the Contract Documents.

N. Construction Observation: General

- a. Hanson will not be responsible for means, methods or management of construction and has no responsibility for job site safety.



Professional Services Agreement
C15L0045
Attachment B – Charges for Services

Agreement Date: April 17, 2015

Project: Springfield CIPP Lining Program for the Cook Street Sewer District

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Design Scope of Services for this project will be \$68,000. It is estimated the total cost to accomplish Bidding and Construction Services for this project will be \$121,600. Hanson agrees not to exceed \$189,600 without prior notification to the Client.

Client Expenditure Authorization Statement:

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



General Conditions

Hanson Agreement: C15L0045

Agreement Date: April 17, 2015

Project Name: Springfield Cured in Place Pipe (CIPP) Sewer Lining Project for the Cook Street Sewer District

JTB **1 Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

JTB **3. Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses ~~including court costs and attorney's fees~~ arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: JTB HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional reckless acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to

CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict

liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors. JTB

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any JTB

statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

JTB **13. ~~Dispute Resolution:~~** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

JTB **16. ~~Utilities:~~** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for

construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party, unless otherwise required by law. JTB

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed

solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

27. Hanson agrees to adhere to the provisions of Ch. 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly §93.13

thereof which shall constitute the affirmative action program of this Agreement.

28. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating §33E-3 or 33E-4 of the Illinois Criminal Code.

29. Hanson certifies it is not delinquent in the payment of any tax administered by the City of Springfield or the State of Illinois.

AN ORDINANCE AUTHORIZING A VALUE PURCHASING AGREEMENT FOR SALES OF OVATION
AND WDPF PRODUCTS AND SERVICES WITH EMERSON PROCESS MANAGEMENT POWER &
WATER SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$3,500,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves a master agreement with Emerson Process Management Power & Water Solutions, Inc. ("Emerson") in an amount not to exceed \$3,500,000.00, and

WHEREAS, Emerson is the manufacturer of our WDPF and Ovation Control Systems and in order to maintain such systems, we may need to purchase various products, systems or services, and

WHEREAS, this agreement locks in pricing over the next six (6) years and provides for large discounts on Emerson products and services, and

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

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that these contracts are 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 Value Purchasing Agreement for Sales of Ovation and WDPF Products and Services with Emerson in an amount not to exceed Three Million Five Hundred Thousand Dollars and No Cents (\$3,500,00.00).

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

Section 3. The Payment to Emerson for the total maximum amount of Three Million Five Hundred Thousand Dollars and No Cents (\$3,500,00.00) from Account Nos. 101-100-BB-4382-1504 and 102-100-CC-3222-2310 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

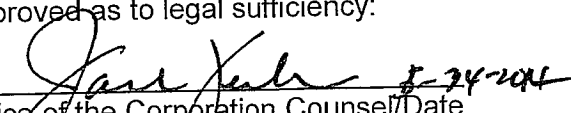
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



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

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 05-19-15
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: \$ 2,219,210.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Sole Source

ACCOUNTING INFORMATION: 102-100-CC-C109-2310

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Babcock & Wilcox Power Generation Group, Inc. and Alstom Power, Inc. CONTRACT AMOUNT: \$ 2,219,210.00
(Original Amount if Change Order)

CONTRACT TERM: _____ TYPE OF AWARD: Sole Source

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

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

This is a new contract for the purchase of equipment for the Unit 31, 32 & 33 boiler natural gas ignition systems.

This ordinance approves the purchase of gas firing igniters, warmup nozzles, igniter & main flame scanners, balance of plant equipment to incorporate valves & instruments, local control cabinets & electronics, digital control system logic & all associated hardware. Converting the units to gas ignition is necessary in order to comply with EPA regulations. This ordinance authorizes a contract with Babcock & Wilcox Power Generation Group, Inc. ("Babcock & Wilcox") in an amount not to exceed \$891,488, a contract with Alstom Power, Inc. ("Alstom") in an amount not to exceed \$1,227,722, and a field modification allowance in an amount not to exceed \$100,000.

Babcock & Wilcox is the OEM for Units 31 & 32. Alstom is the OEM for Unit 33. They are not local vendors.

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

AN ORDINANCE AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE UNIT 31, 32 AND 33
BOILER NATURAL GAS IGNITION SYSTEMS FROM BABCOCK & WILCOX POWER GENERATION
GROUP, INC. AND ALSTOM POWER, INC. IN AN AMOUNT NOT TO EXCEED \$2,219,210.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance approves the purchase of equipment for the Unit 31, 32 and 33 Boiler Natural Gas Ignition Systems, and

WHEREAS, the conversion of the units to gas ignition is necessary in order to comply with EPA regulations, and

WHEREAS, Babcock & Wilcox Power Generation Group, Inc. ("Babcock & Wilcox") is the OEM for Units 31 and 32, and

WHEREAS, Alstom Power, Inc. ("Alstom") is the OEM for Unit 33, and

WHEREAS, the Office of Public Utilities is requesting a field modification allowance in the amount of \$100,000.00, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that these contracts are 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 contract with Babcock & Wilcox for the Unit 31 and 32 gas ignition system in an amount not to exceed Eight Hundred Ninety-One Thousand Four Hundred Eighty-Eight Dollars and No Cents (\$891,488.00), the contract with Alstom for the Unit 33 gas ignition system in an amount not to exceed One Million Two Hundred Twenty-Seven Thousand Seven Hundred Twenty-Two Dollars and No Cents (\$1,227,722.00), and a field modification allowance in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

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

Section 3. The Payment to Babcock & Wilcox and Alstom for the total maximum amount of Two Million Two Hundred Nineteen Thousand Two Hundred Ten Dollars and No Cents (\$2,219,210.00) from Account No. 102-100-CC-C109-2310 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

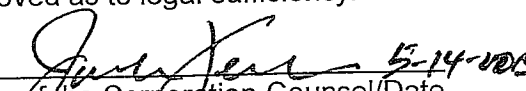
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 5-14-2015
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 05-19-15
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: \$ 3,500,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Sole Source

ACCOUNTING INFORMATION: 101-100-BB-4382-1504; 102-100-CC-3222-2310

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

Emerson Process Management Power &
CONTRACTOR NAME: Water Solutions, Inc. CONTRACT AMOUNT: \$ 3,500,000.00
(Original Amount if Change Order)

CONTRACT TERM: 6 years TYPE OF AWARD: Sole Source

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

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

This is a new ordinance approving a master agreement with Emerson Process Management Power & Water Solutions, Inc. ("Emerson").

This ordinance approves a value pricing agreement with Emerson in an amount not to exceed \$3,500,000.00. Emerson is the manufacturer of our WPDF & Ovation Control Systems. In order to maintain such systems, we may need to purchase various products, systems or services. This agreement locks in pricing over the next 6 years. It also provides for large discounts on Emerson products and services. We will only purchase what is needed.

Emerson is the only source for purchasing these systems and services. They are not a local vendor.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9648

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN
 AGREEMENT WITH IBIDEN CERAM ENVIRONMENTAL, INC.
 IN THE AMOUNT OF \$384,700.00 FOR CATALYST REGENERATION
 AT THE DALLMAN POWER STATION
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of an agreement with Ividen Ceram Environmental, Inc. ("Ceram") in the amount of \$384,700.00 for regeneration of catalyst modules from the selective catalytic reactors at Dallman Power Station, for the Office of Public Utilities, and

WHEREAS, several layers of catalyst were removed from service by the City during the Spring outage due to deactivation, erosion, pluggage and sintering, and

WHEREAS, Ceram will clean, regenerate and test the catalyst modules, and

WHEREAS, Ceram will perform said services in accordance with the agreement which shall be on file with the City of Springfield Office of the City Clerk, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts an agreement with Ceram, a copy of which shall be on file with the City Clerk, in the amount of Three Hundred Eighty-Four Thousand Seven Hundred Dollars and No Cents (\$384,700.00) for regeneration of the catalyst modules for Dallman Power Station.

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

Section 3. The City of Springfield Office of Budget Management is hereby authorized to pay Ceram the total maximum amount of Three Hundred Eighty-Four Thousand Seven Hundred Dollars and No Cents (\$384,700.00) from Account No. 102-100-CAA-8017-1205.

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

PASSED: _____, 2015

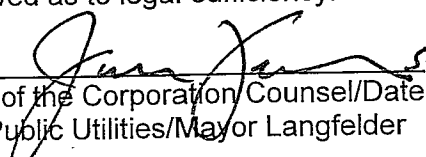
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


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



**UNIT 33 REGENERATION PROPOSAL
V.Y. DALLMAN POWER STATION**

**Presented to:
City of Springfield Office of Public Utilities**

**Prepared by:
IBIDEN CERAM Environmental, Inc.**

No. GH150506-1

May 7, 2015

7304 West 130th Street, Suite 140 • Overland Park, Kansas 66213
Tel: (913) 239-9896 • Fax: (913) 239-9821

1.0 Overview

IBIDEN CERAM Environmental, Inc. (CERAM) is pleased to provide the following proposal (No. GH150506-1) to the City of Springfield Office of Public Utilities (City) regarding regeneration of the V.Y. Dallman Unit 33 bottom catalyst level. The scope of services for this proposal is outlined in Section 3.0 and the pricing is shown in Section 6.0.

CERAM has the broad and detailed experience of performing the catalyst management activities at Dallman Station for Unit 4, 31, 32 and 33 since the selective catalytic reduction (SCR) systems went into operation, specifically Unit 33 in 2003. These services have included reactor inspections, catalyst testing, ammonia injection grid tuning, SCR operations data assessment and catalyst management planning. CERAM in combination with STEAG Energy Services, LLC (STEAG) have also assisted in providing the rejuvenation/regeneration services for each catalyst layer in the SCR fleet.

The catalyst that was removed from the bottom layer of the Dallman Unit 33 reactor has undergone deactivation, pluggage from slag and large particle ash (LPA), and minor to moderate erosion. As such, there is an opportunity to regenerate this catalyst and to reuse it in Unit 31 or Unit 32 or place it back into Unit 33. CERAM proposes that the catalyst be regenerated off site to remove pluggage and return lost activity to this catalyst and return the regenerated catalyst to the plant by March 4, 2016.

The homogeneous honeycomb catalyst that will be provided for regeneration was originally manufactured by CERAM. The catalyst in the bottom layer was installed in April 2011 and has been exposed to flue gas chemically for approximately 24,000 hours. The catalyst layer consists of 53 formerly "new" modules and 3 regenerated modules. The regenerated modules were from the original catalyst that was supplied by CERAM for Dallman and regenerated by STEAG in 2010. The catalyst is a chemical mixture of titanium dioxide, tungsten oxide, vanadium oxide, and other materials.

Rejuvenation and Regeneration

Several processes for catalyst rejuvenation and regeneration have been developed over the past decade in Europe and are protected by international patents and patent applications. CERAM has previously evaluated various contractors for co-performing this work and has selected STEAG as a subcontractor to perform the proposed catalyst regeneration services for Dallman Unit 33. STEAG has developed a process of rejuvenating and regenerating catalyst since 1997 and offers these services in the U.S. The process is based on the following principles:

- Avoid costs for waste and disposal
- Reduction of operational costs
- Maximize utilization of existing catalyst assets

Catalyst rejuvenation and regeneration can be performed by first washing or rejuvenating the spent catalyst modules removed from Unit 33. The washing process is designed to remove the physical restrictions (e.g. pluggage) while the rejuvenation maximizes the number of active sites that are made available on the catalyst surface, similar to the same number of active sites that would be found on new catalyst. By successfully rejuvenating the active sites, the activity of the

spent catalyst should be partly or completely restored to that of new catalyst. The regeneration process is characterized by first washing or rejuvenating the catalyst module with a combination of water and surfactants and then adding surface activity enhancing substances which could include metal compounds. This process will restore active sites on the catalyst surface thus restoring its potential for NOx removal. The rejuvenation and regeneration processes will remove deposits and chemisorbed substances and ions and reactivate available sites.

Each of the fifty six (56) modules from Unit 33 will be regenerated based on maintaining as close as practicable the existing sulfur dioxide (SO₂) oxidation rate. In addition, severely plugged modules will be cleaned to less than or equal to 5% pluggage. Figure 1-1 shows a diagram of the severely plugged modules from the bottom layer of Unit 33. The overall pluggage was estimated to be 16% in 2013 and was expected to increase to about 20-25%. The pluggage in the catalyst layer from the previous inspection was generally hard and compact. This pluggage was caused predominately by slag, LPA and fly ash. Removal of the fly ash is possible through washing prior to catalyst regeneration. Removal of the LPA may require more aggressive cleaning or it may not be removable without damage to the catalyst. Unit 33 does not have an LPA screen.

Catalyst erosion was observed in the bottom layer. The catalyst installed in the north half of the reactor was more severely eroded than catalyst installed in the south side. Some of the erosion in the modules had already been established from previous sootblower operation. The erosion was due to improper sootblower operation where the steam pressure was either too high or the rake travel may have stopped traversing and was in one location for a substantial period of time. The catalyst that was installed in the south section of the top layer had minor erosion.

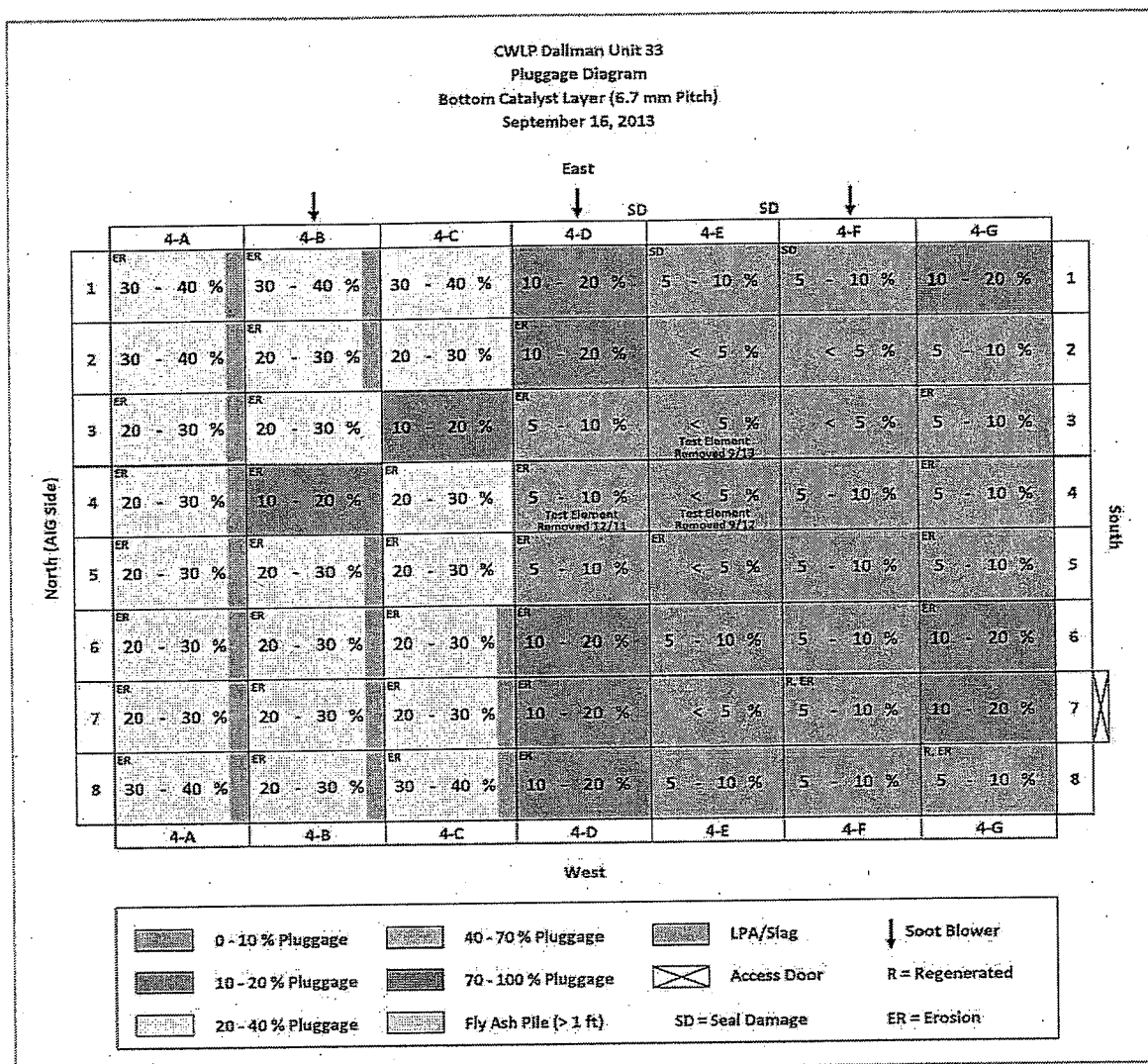


Figure 1-1. Diagram of module grid and inspection results in the top after 2012 inspection.

2.0 Background

Catalyst becomes unserviceable when the design SCR NOx reduction and ammonia slip design conditions cannot be met simultaneously. There are four main reasons for the catalyst modules to be considered unserviceable in Unit 33. The main reasons are in no particular order:

- Deactivation
- Erosion
- Pluggage
- Sintering

Deactivation

Catalyst modules will deactivate over time with the exposure to flue gas regardless if a plant is firing coal, natural gas, fuel oil, etc., and CERAM has developed theoretical and experimental methods to predict this effect. Catalyst will also deactivate over time if not kept above condensation conditions during extended lay-up periods or outages. CERAM has performed catalyst testing on elements from Unit 33 and has tracked the deactivation since the first exposure to flue gas. The first sign of deactivation will be a small increase of reagent (ammonia; NH_3) required to achieve the required NO_x reduction, which will lead to an increase in ammonia slip. Increase of ammonia slip beyond the process design limit of 2 ppm endangers reliable unit operation as resultant ammonium bisulfate (combining ammonia slip with sulfur trioxide (SO_3) in the flue gas) particles can deposit in and plug the Unit 33 air heater. The Unit 33 SCR normally operates at reduction levels greater than design. A solution to this situation would be to add a spare layer of new catalyst; however this alternative would increase the pressure drop across the SCR which would increase the auxiliary load requirement, possibly derate the unit and require catalyst cleaning devices (i.e., sootblowers or sonic horns) be installed. However, a cost effective solution would be to regenerate the existing catalyst for reuse. This has an initially lower capital cost compared to procuring new catalyst, but typically has a reduced life due to a lower initial activity in order to achieve the necessary low SO_2 to SO_3 oxidation rate.

Deactivation is caused by exposure to various catalyst poisons and surface contaminants, such as calcium sulfate, fly ash, alkaline metals, arsenic, silica and phosphorous compounds, hydrochloric and hydrofluoric acids, etc., that are formed during the combustion process in coal fired power plants. Catalysts installed in every coal fired plant are deactivated from a variety of constituents during exposure to flue gas and not kept above condensation conditions during lay-up or outage periods. Some of the potential catalyst poisons that could lead to deactivation of our catalyst are found in the trace analysis or can be controlled by temperature. CERAM's reactor inspection and catalyst testing results over time have indicated increased deactivation due to ash pluggage and chemical effects on the catalyst resulting in deactivation.

Previous tests have proven that both catalyst rejuvenation and regeneration can be performed successfully on catalyst removed with the proper precaution of protecting the aged (dirty) modules from moisture (e.g., covering with tarps or storing in a warehouse) prior to the rejuvenation and regeneration process. Further testing will be performed on elements from the bottom layer of the Unit 33 catalyst prior to finalizing the regeneration process in order to "re-activate" the catalyst to approximately an "as new" activity condition.

Erosion

Mechanical catalyst damage can be caused by flow irregularities, improper catalyst cleaning and fly ash maldistribution. Overall, there were minor to moderate signs of leading edge erosion observed in the bottom layer of Unit 33 due to an increase in the flue gas velocity and vector angles primarily caused by sootblower operation and the increase in pluggage. Therefore, we have included replacement of 432 catalyst elements in our scope of supply. The damaged elements will be replaced by CERAM elements with the same geometry and similar chemistry. In general, leading edge catalyst erosion over time is normal; however an increase in pluggage and improper sootblower operation will lead to an increase in catalyst erosion.

Plugging

Catalyst can be plugged by slag or LPA due to high concentrations of fly ash. Through proper boiler operation, installation of preventative LPA devices and the appropriate catalyst pitch, catalyst pluggage can be mitigated. However, the 2013 reactor inspection revealed an increase in significant pluggage that has occurred throughout the bottom layer of Unit 33. The pluggage is hard and compact with minor to moderate amounts of slag, LPA and fly ash. The plugged areas result in loss active surface area for DeNOx performance. Removal of the fly ash is possible through washing prior to catalyst regeneration. Removal of the LPA may require more aggressive cleaning or it may not be removable without damage to the catalyst. Catalyst that has severe LPA pluggage and erosion will be disposed of according to federal, state and local laws. We have included replacing up to 432 elements or 6 modules (72 elements per module).

Sintering

Catalyst sintering occurs when the maximum allowable operating temperature of the catalyst is exceeded. The quality of the fly ash is an important factor in avoiding catalyst sintering. SCR catalyst activity is based on oxidation reactions occurring at the surface. As such, unburned carbon (measured as loss on ignition (LOI)) may be oxidized by the catalyst. This is true for any DeNOx catalyst from any supplier. At higher LOI levels the oxidation of unburned carbon can result in pluggage and possibly fires on the catalyst. Homogeneous honeycomb catalyst is entirely made of fully oxidized material. If a fire were to occur, the catalytic activity in the area of the fire will be destroyed (sintering). However, the material will remain mechanically intact and not lead to the propagation of the fire. The damaged elements will lead to local increases in pluggage due to a change in the velocity vectors into the catalyst. Minimizing LOI during boiler operation is an important step and recommended to maintaining proper SCR operation. The catalyst in Unit 33 showed minor signs of unburned carbon mixed in with the fly ash and a portion of the plugged catalyst cells. Removal of this plugged material is possible through catalyst washing followed by regeneration.

3.0 Proposed Scope of Services

Regeneration Process

- CERAM shall supply services to regenerate the fifty six (56) used catalyst modules that were removed from the bottom layer of Unit 33. The Unit 33 modules shall be cleaned and regenerated off site and returned to Dallman no later than March 4, 2016.
- The regeneration process will achieve a fixed SO₂ to SO₃ oxidation rate of 0.25% (±0.10% testing tolerance) based on equivalent laboratory measurements that are within the original catalyst production tolerance as measured in a semi-bench reactor. This correlates to an SO₂ to SO₃ oxidation rate in the field of 0.25% when considering the plant operating conditions (e.g., area velocity, temperature, ash absorption, etc.). The corresponding activity level will be greater than or equal to 36 Nm³/m²hr (±1.5 m/h testing tolerance) based on equivalent laboratory measurements as measured in a semi-bench reactor.
- Each module will be cleaned to an average pluggage of 5% or less.
- Ceramic paper or similar material will be re-installed between catalyst elements as necessary for proper catalyst operation.
- CERAM shall supply reactor wall-to-module and module-to-module metal seals for the regenerated layer.

4.0 Task Descriptions

Task 1 Regeneration Process

The catalyst modules from the bottom layer of Unit 33 were removed from the reactor in spring 2014 by the City and are being stored on site at Dallman. Each module was removed from the reactor and placed onto a wooden pallet and is being stored in a warehouse environment by the City. Each module was recorded with the corresponding serial number and percent pluggage.

The following is a list of activities that will be performed as part of the regeneration services.

City

1. City or its subcontractor will load all fifty six (56) modules from Unit 33 onto air ride tractor trailers for transport offsite to STEAG's facility in North Carolina. The City will need to place the 56 modules onto wooden pallets prior to loading.
2. City or its subcontractor will unload all fifty six (56) clean modules from Unit 33 from air ride tractor trailers that were transported from STEAG's facility in North Carolina.
3. City or its subcontractor will store catalyst in a weather protected area (e.g., warehouse) or will cover the catalyst modules with heavy duty tarps for short term storage outside (2-3 weeks) where water will not pool.
4. CERAM/STEAG has included replacing 432 elements (6 modules). City will need to provide replacement elements that exceed this amount from in-stock storage.
5. City will remove the cover grates and seal material from each module prior to shipment and store the cover grates which will be re-used.

CERAM/STEAG

1. Unload modules for storage in a warehouse environment at STEAG's facility in North Carolina.
2. Inspect each catalyst module and frame for visual damage to catalyst.
3. Assess the location, severity, and origination of areas of severe pluggage.
4. Wash all fifty six (56) catalyst modules from Unit 33 to remove slag, LPA, ash and unburned carbon.
5. Rejuvenate all fifty six (56) modules from Unit 33 with a combination of water and surfactants and then adding surface activity enhancing substances which will include metal compounds to regenerate all fifty six (56) modules from Unit 33.
6. STEAG will ship selected test elements to CERAM for catalyst testing.
7. Perform catalyst testing to ensure SO_2 to SO_3 oxidation rate and activity are achieved on a minimum of two (2) catalyst elements from Unit 33.
8. Inspect each catalyst module and frame to ensure modules have been cleaned to less than or equal to 5% pluggage.
9. Replace damaged elements from cleaning process (maximum of 432 elements) with CERAM catalyst elements of similar chemistry and same geometry.
10. Inspect each catalyst module and replace ceramic paper between elements where necessary.

11. Load all fifty six (56) catalyst modules from Unit 33 onto air ride tractor trailers for transport back to Dallman. Catalyst modules will be placed back onto wooden pallets for loading.

The regeneration process will be performed frame by frame with the original cover grates removed. The cover grates from Unit 33 will be removed prior to the removal of the seal material from the reactor and should be stored with the catalyst modules. The cover grates and seal material will also be removed and stored at Dallman by the City prior to shipment. CERAM has not included replacement or repair of any of the cover grates in our scope of supply for this proposal. Should this be required by the City, CERAM can supply new cover grates at an additional cost.

All catalyst testing will be performed in a semi-bench reactor in CERAM's test laboratory in Frauenthal, Austria. Testing will include activity, SO_2 to SO_3 oxidation rate and abrasion and compression analysis in order to compare to production values for guarantee purposes to ensure washing and regeneration guarantee tolerances have been met. Representatives from the City are welcome to witness this testing at CERAM and the inspection of the catalyst modules at STEAG.

Please note that CERAM cannot accept any responsibility for re-occurring pluggage after re-installation of the regenerated catalyst into any of the SCR reactors at Dallman. CERAM can also not accept any responsibility for any damage to the catalyst modules that occurs during the loading or unloading process at Dallman. CERAM can also not accept any responsibility for any damage caused by or to the regenerated catalyst as a consequence of physical pluggage during SCR plant operation (e.g., erosion, structural failure, etc.)

All environmental laws during transport and cleaning and regeneration will be complied with and are included in our scope of services.

Task 2 Catalyst Seals

Since each unit at Dallman is a high dust coal fired application, a top sealing system has been used to prevent flue gas from bypassing around the catalyst modules and allow for easier disassembly work compared to a bottom sealing system. The top sealing system handles both gas leakage and the build up of dust between the catalyst modules. The design of the seal system prevents thermal expansion from negatively affecting the catalyst modules. The V-shaped metal sheets that comprise part of the seal system have about twice the thermal expansion coefficient relative to the catalyst modules. Ceramic paper is placed between the catalyst elements and the modules that allow flue gas to flow through the catalyst elements and still form a flexible gas tight sealing mechanism. When the steel catalyst module expands due to an increase in temperature, the ceramic paper compensates for the growth without damaging the catalyst due to thermal cracking and/or growth restrictions.

The activity testing, AIG tuning results, SCR inspection results (pluggage) and available operational data have been incorporated into the Manage CATLife® Model to predict the timing of the next catalyst management event. The model predicts that the catalyst removal process will need to occur in Unit 33, therefore the metal reactor wall-to-module and module-to-module seals will need to be removed in order to remove the catalyst modules from the reactor. This seal material will need to be replaced in order to install the regenerated catalyst. CERAM has

included new seal material in our scope of supply in this proposal. Installation would be by Others. Please note that the seal material supplied would be designed specifically for the reactor dimensions of Unit 33. Based on predicted future catalyst events that will include regeneration of layers in Unit's 4, 31 and 32 we would recommend that the City procure additional seal layers.

5.0 City Provided Services/Equipment

City personnel will provide the following unless specified elsewhere in the scope:

Regeneration Process

- Any attending personnel necessary for meeting safety precaution requirements.
- Loading and unloading of the fifty six (56) catalyst modules from Unit 33 at the Dallman Power Station. It is assumed that the City will supply a forklift with suitable tines and/or a loading dock which allows the loading and unloading process from a tractor trailer truck.
- Two (2) replacement test elements for installation into two (2) modules after the regeneration process.
- Removal of cover grates and seal material from Unit 33. Dallman is to store the cover grates for re-use on the regenerated modules.
- Removal of all fifty six (56) catalyst modules from Unit 33 and placement of each module onto a suitable pallet for onsite storage in a warehouse until pickup.
- Storage of the catalyst in a weather protected area (e.g., warehouse) or will cover the catalyst modules with heavy duty tarps for short term storage outside (2-3 weeks) where water will not pool.

6.0 Pricing and Services Summary

Table 1 summarizes the regenerated catalyst design and scope of supply regarding this offering. The pricing for the scope described in this proposal is listed in Table 2. The following list of pricing pertains to the work offered.

Table 1 – CWLP Dallman Regenerated Catalyst and Scope of Supply

Parameter	
Original Catalyst Design:	Dallman Unit 33
Catalyst Pitch, mm	6.74
Number of cells, n x n	22 x 22
Catalyst Wall Thickness, mm	0.9
Specific Surface Area, m ² /m ³	502
Catalyst Element Length, mm	1,200
Module Weight, lb (clean condition)	2,800
Volume of Catalyst/Frame, m ³	1.94
Modules Regenerated, Qty.	56
Total Volume, m ³	108.9
Scope of Supply	
Module-to-Module and Reactor Wall-to-Module Steel Seal Material	1 Lot (1 Layer sized for Unit 33)
Delivery Completed	March 4, 2015
Delivery to Job Site	Included
Performance:	
Initial Catalyst Activity ⁽¹⁾ , m ³ /m ² h	≥ 35
Initial SO ₂ to SO ₃ Conversion Rate, %	0.25 (770 F and NH ₃ on field equivalent) Guarantee of ≤ 0.25% in CERAM laboratory ⁽¹⁾
Note: (1) Guaranteed activity and SO₂ to SO₃ conversion rate measured using CERAM semi-bench reactor at the following test conditions: Activity: (T = 380 C, AV = 25 m/h, α = 1.2, NO = 200 ppm, SO₂ = 500 ppm, O₂ = 2%, H₂O = 10%, N₂ = Balance) SO₂ to SO₃ Conversion Rate: (T = 380 C, AV = 10 m/h, α = 0, NO = 200 ppm, O₂ = 2%, H₂O = 10%, N₂ = Balance) Activity tolerance of ±1.5 m/h and SO₂ to SO₃ conversion rate tolerance of ±0.10% assumed.	

Table 2 – CWLP Dallman Pricing and Payment Terms	
Proposed Tasks	Pricing
Task 1 – Regeneration of Catalyst Modules	\$370,100 (USD)
Task 2 – Additional Supply One Layer of Catalyst Seals (Unit 33 Design)	\$14,600 (USD)
Scope of Supply Price	\$384,700 (USD)
Proposal Validity	August 31, 2015
Delivery Schedule: Delivery to Site (FOB)	March 4, 2016
Payment and Cancellation Terms: We have proposed the following pricing plan for supplying the scope proposed based on making milestone payments as the project moves forward. Please review the following terms of payment and advise of any changes. The dates for each milestone payment would be determined by a mutually agreeable schedule. • 15% of total contract price with issuance of purchase order • 30% of total contract price following pickup of the catalyst to be regenerated • 40% of total contract price upon washing/regeneration of catalyst and inspection by CERAM • 15% of total contract price upon delivery complete, no later than March 4, 2016 Payment terms would be net 30 days and cancellation charges would be cumulative based on the total of payments made and payments due at the time of cancellation for material ordered and work performed to date. <u>Limitation of Liability and Consequential Damages.</u> The liability of CERAM with respect to this Order, or anything done in connection therewith, whether in contract, tort, strict liability, or otherwise, shall not exceed one hundred percent (100%) of the annual compensation received. Neither CWLP or CERAM shall be liable to each other for loss of profits, loss of use, loss of contracts, or for any indirect or consequential damages in respect of the performance of the Order regardless of any breach of contract, tort (including negligence), or other basis of liability. None of the limitations of liability contained herein except for the limitation of consequential damages shall apply to claims for personal injury, property damage, or infringement.	

The Company's certification that pursuant to Illinois law as it pertains to foreign corporations: CERAM has examined the relevant statute and determined that it is not required to register as an entity with the Illinois Secretary of State.

This agreement shall be governed in accordance with the laws of the State of Illinois.

Affirmative Action Compliance

CERAM agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the Affirmative Action program of this Agreement.

Non-Barring from Bidding

CERAM certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

CERAM certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

All applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full.

This contract does not authorize an expenditure of City of Springfield, Illinois, funds in excess of \$384,700 unless the City Council specifically approves an additional expenditure. CERAM agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

IN WITNESS WHEREOF, the City of Springfield, Illinois by and through its authorized officer and CERAM, by its authorized officer have made and executed this Agreement in triplicate.

THE CITY OF SPRINGFIELD, ILLINOIS
Office of Public Utilities

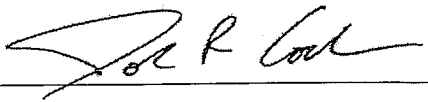
Date _____

By _____

Title Mayor

IBIDEN CERAM ENVIRONMENTAL, INC.

Date May 7, 2015

By 

John Cochran
President