



SPRINGFIELD CITY COUNCIL MEETING

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

CONSENT AGENDA

2015-203 AN ORDINANCE AUTHORIZING MUNICIPAL EMERGENCY SERVICES, INC. FOR PURCHASE OF SCOTT CYLINDER-AIR BOTTLES IN AN AMOUNT NOT TO EXCEED \$58,170.00 FOR THE SPRINGFIELD FIRE DEPARTMENT **(Requested by Mayor James O. Langfelder)**

2015-204 AN ORDINANCE AUTHORIZING GLOBAL EMERGENCY PRODUCTS TO REFURBISH A 1999 PIERCE DASH TRUCK IN AN AMOUNT NOT TO EXCEED \$248,523.00 FOR THE SPRINGFIELD FIRE DEPARTMENT **(Requested by Mayor James O. Langfelder)**

2015-205 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR AN ITEP DOWNTOWN STREETScape PROJECT (MFT SECTION NO. 13-00473-00-LS) FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-206 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$110,400.00 FROM UNAPPROPRIATED FUND BALANCE TO COVER EXPENSES RELATED TO THE CHILLER REPLACEMENT PROJECT FOR LINCOLN LIBRARY **(Requested by Mayor James O. Langfelder)**

2015-207 AN ORDINANCE ASCERTAINING THE PREVAILING RATES OF WAGES FOR SANGAMON COUNTY AS REQUIRED BY THE ILLINOIS PREVAILING WAGE ACT **(Requested by Mayor James O. Langfelder)**

2015-209 AN ORDINANCE TO DECREASE THE NUMBER OF CLASS “B1” LIQUOR LICENSES BY ONE AND INCREASE THE NUMBER OF CLASS “B” LIQUOR LICENSES BY ONE FOR S & A LIQUOR INC., 2001 E. JACKSON **(Requested by Mayor James O. Langfelder)**

2015-210 AN ORDINANCE AUTHORIZING THE PURCHASE OF CHEMICALS FOR MERCURY OXIDATION, CAPTURE AND REMOVAL AT DALLMAN FROM NALCO COMPANY IN AN AMOUNT NOT TO EXCEED \$3,558,600.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-211 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UW16-04-14 – COLD WATER METERS WITH MIDWEST METER, INC. AND ILLINOIS METER, INC. IN THE AMOUNT OF \$802,738.00 FOR THE WATER DIVISION FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-212 AN ORDINANCE APPROVING PAYMENT TO CONSTELLATION NEW ENERGY-GAS DIVISION, LLC IN AN AMOUNT NOT TO EXCEED \$720,200.00 FOR THE PURCHASE OF NATURAL GAS THROUGH FISCAL YEAR 2016 UNDER AN EXISTING CONTRACT FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-213 AN ORDINANCE AUTHORIZING CHANGE ORDER #1 AND ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$88,491.00 WITH TOSHIBA INTERNATIONAL CORPORATION FOR INSPECTION AND MAINTENANCE OF THE UNIT 4 TURBINE FOR A TOTAL AMOUNT PAYABLE OF \$530,591.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-214 AN ORDINANCE AUTHORIZING PAYMENT TO AMEREN ILLINOIS UNDER AN EXISTING RATE SCHEDULE IN AN AMOUNT NOT TO EXCEED \$428,400.00 FOR NATURAL GAS TRANSPORTATION CHARGES FOR DALLMAN POWER PLANT UNIT NO. 4 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

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

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)**

DEBATE AGENDA

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)

2015-208 AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TRUVERIS' TRUBID, INC. TO ASSIST IN THE REQUEST FOR PROPOSALS AND SELECTION OF A PHARMACY BENEFIT MANAGER EFFECTIVE AUGUST 1, 2015, THROUGH FEBRUARY 28, 2019, IN THE AMOUNT NOT TO EXCEED \$65,100.00 FOR THE OFFICE OF HUMAN RESOURCES (**Requested by Mayor James O. Langfelder**)

2015-215 AN ORDINANCE APPROVING THE APPOINTMENT OF KAREN A. DAVIS AS DIRECTOR OF THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR THE CITY OF SPRINGFIELD (**Requested by Mayor James O. Langfelder**)

EMERGENCY PASSAGE

2015-217 A RESOLUTION PROVIDING A LOAN TO NOT-FOR-PROFIT PARTNERS AND PARTICIPATING IN THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY BLIGHT REDUCTION PROGRAM, **FOR EMERGENCY PASSAGE** (**Requested by Mayor James O. Langfelder**)

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

PUBLIC SAFETY

2015-218 AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE LAW ENFORCEMENT ASSISTANCE WITH THE VILLAGE OF CHATHAM (**Requested by Mayor James O. Langfelder**)

PUBLIC WORKS

2015-219 AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY LOCATED AT 34 WEST HAZEL DELL LANE TO THE CITY OF SPRINGFIELD **(Requested by Mayor James O. Langfelder)**

2015-220 AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF SPRING CREST SUBDIVISION LOCATED ON THE WEST SIDE OF KOKE MILL ROAD AND NORTH OF OLD JACKSONVILLE ROAD, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-221 AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF THE BERNS SUBDIVISION LOCATED ON THE EAST SIDE OF HICKORY HILLS DRIVE, NORTH OF IL-97 AND WITHIN THE 1.5 MILES OF THE JURISDICTION OF THE CITY, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-222 AN ORDINANCE CONTRACT NUMBER PW 16-06-26 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY16 SEAL COAT PROGRAM FOR THE OFFICE OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$589,102.32 AND FOR THE OFFICE OF PUBLIC UTILITIES FOR LAKE SERVICES ROADS IN THE AMOUNT OF \$250,000.00 AND FOR A COLLECTIVE AMOUNT NOT TO EXCEED \$839,102.32 **(Requested by Mayor James O. Langfelder)**

2015-223 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$25,000.00 FROM UNAPPROPRIATED FUND BALANCE TO PURCHASE A 2015 BOBCAT TOOLCAT FOR USE AT OAK RIDGE CEMETERY FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-224 AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 16-06-25 WITH LINCOLN LAND CONCRETE, INC. AND CAPITOL READY MIX, INC. TO PURCHASE READY MIX CONCRETE AND RELATED MATERIAL FOR AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE OFFICE OF PUBLIC WORKS AND THE OFFICE OF PUBLIC UTILITIES

2015-225 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$38,000.00 MAY BE USED TO PURCHASE REAL ESTATE INTEREST FOR THE STANFORD EXTENSION PROJECT FOR THE PROPERTY LOCATED AT 1104 EAST STANFORD AVENUE, MFT SECTION NO. 12-00467-02-PV, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-226 AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR PROPERTY LOCATED AT 1104 E. STANFORD AVENUE FROM STEVEN M. HOWARD, SUSANNE M. HOWARD, JAMIE S. FRANKE, CASIE L. HOWARD, AND NICHOLE M. FOSTER FOR AN AMOUNT NOT TO EXCEED \$38,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN ELEVENTH STREET AND FOX BRIDGE **(Requested by Mayor James O. Langfelder)**

2015-227 A SUPPLEMENTAL RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$682,000.00 MAY BE USED TO PURCHASE REAL ESTATE INTEREST FOR THE FOR THE STANFORD EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE, MFT SECTION NO. 12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-228 AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR PROPERTY LOCATED AT 1900 TRUMAN ROAD FROM MERRILL'S CONTRACTOR'S INC. FOR AN AMOUNT NOT TO EXCEED \$498,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE **(Requested by Mayor James O. Langfelder)**

2015-229 AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR RIGHT-OF-WAY PROPERTY LOCATED AT 2820 FOX BRIDGE ROAD FROM ZAYO GROUP, LLC FOR AN AMOUNT NOT TO EXCEED \$140,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE **(Requested by Mayor James O. Langfelder)**

2015-230 AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR RIGHT-OF-WAY PROPERTY LOCATED AT 1910 TRUMAN ROAD FROM SPRINGFIELD HOUSING AUTHORITY FOR AN AMOUNT NOT TO EXCEED \$44,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE **(Requested by Mayor James O. Langfelder)**

FINANCE

2015-231 AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT (#CS13-05-21) WITH PRAIRIELAND FS, INC. F/K/A LINCOLN LAND FS, INC. AND AUTHORIZING PAYMENT TO PRAIRIELAND FS, INC. FOR PROVISION OF AUTOMOTIVE FUEL TO THE VARIOUS OFFICES AND DEPARTMENTS OF THE CITY OF SPRINGFIELD **(Requested by Mayor James O. Langfelder)**

2015-232 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO, HASSELBERG, GREBE, SNODGRASS, URBAN & WENTWORTH TO DEFEND A LIMITED NUMBER OF WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2014, THROUGH FEBRUARY 29, 2016 **(Requested by Mayor James O. Langfelder)**

2015-233 AN ORDINANCE AUTHORIZING PAYMENT TO KIRK JACOBS, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIM NUMBER 14294E181050

2015-234 AN ORDINANCE AUTHORIZING PAYMENT TO ROBERT PIPER, A CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-11578 **(Requested by Mayor James O. Langfelder)**

2015-235 AN ORDINANCE AUTHORIZING EXTENSION OF A CONTRACT WITH, AND AUTHORIZING PAYMENT OF \$141,000.00 TO, VOYA FINANCIAL F/K/A ING/RELIASTAR TO PROVIDE LIFE, TERM AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR CITY EMPLOYEES THROUGH MARCH 1, 2018, FOR THE OFFICE OF HUMAN RESOURCES **(Requested by Mayor James O. Langfelder)**

GENERAL CITY BUSINESS

2015-236 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR KERONG CHEN D/B/A HUNAN EXPRESS, 238 S. DIRKSEN PARKWAY **(Requested by Mayor James O. Langfelder)**

2015-237 AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "A" AND SUBCLASS "2" LIQUOR LICENSES BY ONE EACH AND INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR CATE & JESS ENTERPRISES, LLC D/B/A TERRA ANDRES SOUTH AMERICAN CUISINE & ELIXIR MARTINI BAR LOCATED AT 411 E. WASHINGTON **(Requested by Mayor James O. Langfelder)**

2015-238 AN ORDINANCE TO INCREASE THE NUMBER OF CLASS “D” LIQUOR LICENSES BY ONE FOR MOTES OF SPRINGFIELD, INC. D/B/A THE CEDAR PUB & GRILL LOCATED AT 3186 SOUTH DIRKSEN PARKWAY **(Requested by Mayor James O. Langfelder)**

2015-239 AN ORDINANCE TO DECREASE THE NUMBER OF CLASS “B” LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY TEJALAMIT INC., D/B/A FIVE STAR LIQUOR & TOBACCO LOCATED AT 1249 TORONTO ROAD **(Requested by Mayor James O. Langfelder)**

2015-240 AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS “B1” LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY HARPER OIL CO. D/B/A THE MARKET ON KOKE MILL, 2550 KOKE MILL ROAD **(Requested by Mayor James O. Langfelder)**

2015-241 AN ORDINANCE AMENDING CHAPTER 33 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING SECTIONS 33.500 – 33.502 TO ESTABLISH THE SPRINGFIELD ECONOMIC DEVELOPMENT COMMISSION **(Requested by Mayor James O. Langfelder)**

2015-242 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT TO EXTEND THE CABLE TELEVISION FRANCHISE AGREEMENT THROUGH JANUARY 31, 2016, WITH COMCAST OF ILLINOIS/INDIANA/OHIO LLC **(Requested by Mayor James O. Langfelder)**

2015-243 AN ORDINANCE AMENDING CHAPTER 101, BY ADDING ARCHEOLOGICAL SITES TO SECTION 101.05(a), OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED **(Requested by Mayor James O. Langfelder)**

2015-244 A RESOLUTION IN SUPPORT OF KEEPING THE ILLINOIS STATE MUSEUM SYSTEM OPEN **(Requested by Mayor James O. Langfelder and Alderman Joe McMenamin)**

CWLP

2015-216 AN ORDINANCE AFFIRMING AND AUTHORIZING THE CONSTRUCTION AND DEVELOPMENT OF HUNTER LAKE FOR THE CITY OF SPRINGFIELD, ILLINOIS **(Requested by Mayor James O. Langfelder; Alderman Chuck Redpath; Alderman Herman Senor; Alderman Doris Turner; Alderman John Fulgenzi; Alderman Cory Jobe; Alderman Theilen; Alderman Donelan and Alderman Ralph Hanauer)**

2015-245 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE16-03-06 – DALLMAN GAS MAIN EXTENSION WITH HENSON ROBINSON COMPANY IN AN AMOUNT NOT TO EXCEED \$652,110.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-246 AN ORDINANCE APPROVING A FIVE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$2,850,000.00 UNDER CONTRACT NO. UE11-01 – REMOVAL AND BENEFICIAL USE OF FILTER PLANT LIME MATERIAL WITH OROS & BUSCH APPLICATION TECHNOLOGIES, INC. FOR A TOTAL AMOUNT PAYABLE OF \$7,600,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-247 AN ORDINANCE APPROVING A RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT WITH SPRINGFIELD TOWNSHIP FOR INSTALLATION OF WATER MAIN ON RIDGEWOOD AVENUE FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-248 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE16-05-20 – INSTALLATION OF ASH CONTROL EQUIPMENT FOR UNIT 31 AND 32 SCR SYSTEMS WITH HAYES-PMC, LLC IN AN AMOUNT NOT TO EXCEED \$448,101.45 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-249 AN ORDINANCE APPROVING AN APPLICATION FOR WATER SERVICE OUTSIDE THE CITY OF SPRINGFIELD FOR THE PROPERTY LOCATED AT 3340 SOUTH SIXTH STREET ROAD FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-250 AN ORDINANCE APPROVING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH ANDREWS ENGINEERING, INC. REGARDING ASH IMPOUNDMENTS AND COAL COMBUSTION RESIDUALS STRATEGIES AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$99,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$164,000.00, FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

UNFINISHED BUSINESS

NEW BUSINESS

CITIZEN REQUESTS TO ADDRESS CITY COUNCIL

EXECUTIVE SESSION

ADJOURNMENT

Frank J. Lesko

Frank J. Lesko
City Clerk

DISABILITY ACCESS STATEMENT

City Council/Committee of the Whole Meetings are held in City Council Chambers which is wheelchair accessible. Individuals with hearing difficulties can request to use available FM auxiliary aids before the meeting by calling the City Clerk's Office or talking to a Clerk's Office employee in Chambers, Room 301, Municipal Center West 300 South Seventh St, Springfield, Illinois. Requests to receive an Agenda in an alternate format or other types of auxiliary aids and services must, when possible, be submitted to the City Clerk's Office a minimum of 48 hours prior to the meeting. To contact the City Clerk's Office, call 217-789-2216 (V). TTY users, call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V).

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."

**ORDINANCE AFFIRMING AND AUTHORIZING THE CONSTRUCTION
AND DEVELOPMENT OF HUNTER LAKE FOR THE CITY OF
SPRINGFIELD, ILLINOIS**

WHEREAS, the State of Illinois has determined that the City of Springfield has an inadequate water supply; and

WHEREAS, to serve the citizens of Springfield, it is desirable that a permanent long term water supply supplement the City's current water supply at Lake Springfield; and

WHEREAS, the City Council has received for consideration information regarding construction plans, financial options and legal requirements necessary for the construction of Hunter Lake.

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

Section 1: The City Council hereby affirms and authorizes the development, construction and completion of Hunter Lake in the City of Springfield, Illinois, as a supplemental water supply.

Section 2: The City Council hereby additionally directs that Hunter Lake and adjoining property owned by the City of Springfield shall permanently remain a green space and natural wildlife area to be used for outdoor recreational purposes.

Section 3: The City of Springfield shall work cooperatively with the Illinois Department of Natural Resources to develop a management plan to provide for the protection, management and public use of the Hunter Lake natural wildlife area.

Section 4: The cost of Hunter Lake shall be from revenue accounts established by the Office of Budget and Management in cooperation with the Office of Public Utilities. The Offices of Budget and Management and Public Utilities are hereby authorized to prepare a funding proposal for the City Council's consideration to fund the cost of permit applications, land acquisition, engineering/design plans and construction of Hunter Lake.

Section 5: The Office of Public Utilities, in cooperation with the Office of Corporation Counsel, is hereby directed to complete applications for all necessary permits and other governmental approvals for the development, construction and completion of Hunter Lake.

Section 6: The Office of Corporation Counsel, in cooperation with the Office of Public Utilities, is hereby directed to proceed with the acquisition and/or condemnation of the remaining land necessary to be acquired for the development and construction of Hunter Lake subject to the availability of the necessary funds referenced in Section 4 of this ordinance.

Section 7: The Office of Public Utilities is hereby authorized to complete preparation of all engineering plans for Hunter Lake subject to the availability of the necessary funds referenced in Section 4 of this ordinance.

Section 8: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

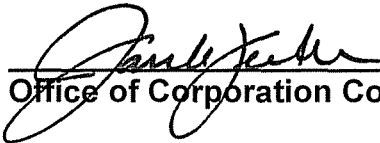
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by:
Mayor James O. Langfelder
Alderman Redpath
Alderman Senor
Alderman Turner
Alderman Fulgenzi
Alderman Jobe
Alderman Theilen
Alderman Donelan
Alderman Hanauer

 6/26/2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Mayor's Office CONTACT PERSON: _____
PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: City Code Amendment FISCAL IMPACT: na

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

SUGGESTED TITLE:
AN ORDINANCE AMENDING CHAPTER 33 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES AS AMENDED, BY ADDING SECTION 33.500 - 33.502 TO ESTABLISH THE SPRINGFIELD ECONOMIC DEVELOPMENT COMMISSION

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) Previous Ord #'s _____
☐ Low Bid ☐ Other: _____ Is Purchasing Agent approval required? No ☐ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval attached? No ☐ Yes ☐
☐ Low Evaluated Bid Code Provision: _____

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

REVENUE					
Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

COMMENTS

It is in the best interest of the City to establish a Springfield Economic Development Commission to work with the Director of Economic Development to make recommendations to the City Council when requested by the Mayor and/or Director of Planning and Economic Development for evaluation of economic development plans, trends, financing/grant money, tax increment districts, tax increment funds and the allocation of those funds.

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

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

July 7, 2015

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: James K. Zerkle

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Establish of Hunter Lake

FISCAL IMPACT: TBD

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

SUGGESTED TITLE:

AN ORDINANCE AFFIRMING AND AUTHORIZING CONSTRUCTION AND DEVELOPMENT OF HUNTER LAKE FOR THE CITY OF SPRINGFIELD, ILLINOIS

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

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

The State of Illinois has determined that the City of Springfield has an inadequate water supply and it is desirable that a permanent long term water supply supplement the City's current supply of water at Lake Springfield. This ordinance will affirm and authorize construction and development of Hunter Lake.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9690

**A RESOLUTION PROVIDING A LOAN TO NOT-FOR-PROFIT PARTNERS
AND PARTICIPATING IN THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY BLIGHT REDUCTION PROGRAM, FOR EMERGENCY
PASSAGE**

WHEREAS, in the spring of 2014, Illinois Housing Development Authority (IHDA) created the Blight Reduction Program (BRP) to decrease preventable foreclosure and stabilize neighborhoods by supporting Illinois units of government and their Not-For-Profit Partners as they target blighted, vacant residential properties for demolition, greening and eventual reuse or redevelopment; and

WHEREAS, BRP requires applicants be an Illinois local unit of government and that the applicant partner with a local not-for-profit agency in the application and implementation of program activities; and

WHEREAS, after careful review of the program requirements, the City determine that a collaborative partnership with The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project would be an effective partnership to remediate blight through strategic demolitions in the community; and

WHEREAS, the City of Springfield will enter into an agreement with and make a loan to The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project (the "Loan") to acquire, demolish, green and maintain certain blighted/vacant residential units, all in accordance with the terms and conditions set forth in the agreement (the "Agreement"); and

WHEREAS, the City of Springfield was awarded up to \$280,000.00 in BRP funds as a loan from IHDA through the BRP program to assist in refinancing the loan made to The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project (\$140,000 each) for the costs associated with the acquisition, demolition, greening and maintenance of specific blighted/vacant residential units for the eventual reuse and redevelopment of those properties (the "Refinancing"); and

WHEREAS, as a requirement of the IHDA BRP Loan, the City of Springfield must also enter into a Tri-Party Agreement with The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project and IHDA outlining the roles and responsibilities of each entity (the "Agreement").

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

Section 1: That the Mayor and City Council of the City of Springfield adopt this resolution authorizing the City of Springfield to participate in the Blight Reduction Program including but not limited to entering into the Tri-Party Agreement, making the Loan to The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project and undertaking the obligations as the program applicant and proceeding with the Refinancing.

Section 2: That the City of Springfield agrees to make the Loan to The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project for the acquisition, demolition, greening and maintenance of specific bighted/vacant residential units for the eventual reuse and redevelopment of those properties and will work with The Enos Park Neighborhood Improvement Association, Inc. and The Springfield Project as the program applicant to obtain the Refinancing.

Section 3: That the Mayor or the party or parties to be authorized to sign on behalf of the City is hereby authorized and empowered to execute and deliver in the name of or on behalf of the City of Springfield the Tri-Party Agreement, the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents instruments and certificates, as may be necessary or desireable for the City of Springfield to perform its obligations under either of the Tri-Party Agreement and the Agreement.

Section 4: That the Mayor or the party or parties to be authorized to sign on behalf of the City be and hereby are authorized and directed to take such additional actions, to make further determination, to pay such costs and to execute and deliver such additional instruments (including any amendment other agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

Section 5: That the City of Springfield hereby ratifies, authorizes and confirms and approves all documents, agreements and instruments executed in connection with the Loan and the Agreement, including those acts taken prior to the date thereof.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Cecilia K. Tumulty

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 7-2-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Public Works

CONTACT PERSON: Abby Walden

PHONE NUMBER: 217.789.2255

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

Due to the deadline of IHDA's requirements and delayed release of agreement, the resolution needs to be passed and submitted as soon as possible.

TYPE OF ORDINANCE: _____

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

City of Springfield resolution to participate in the Illinois Housing Development Authority's (IHDA) Blight Reduction Program.

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

Tri-Party Agreement

CONTRACTOR / VENDOR NAME: IHDA, Enos Park NA, The Springfield Project

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE

Date: 8/29/15

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The agreement with IHDA, the Enos Park Neighborhood Association, and The Springfield Project confirms the City's participation in the IHDA's Blight Reduction Program. As the applicant, the City of Springfield and its not for profit partners were awarded \$280,000 in loan monies. The NFP partners will use this money (\$140,000/each) to acquire and demolish blighted properties. The City's role is demolition, the cost of which will be reimbursed by the NFP partners.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

* 9694

**BLIGHT REDUCTION PROGRAM
TRI-PARTY AGREEMENT**

THIS BLIGHT REDUCTION PROGRAM TRI-PARTY AGREEMENT (this "Agreement") is made as of the 30th day of June, 2015 by and among the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY**, a body politic and corporate of the State of Illinois ("State"), created and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.* (1994) ("IHDA Act"), having its principal office at 401 N. Michigan Avenue, Suite 700, Chicago, Illinois 60611 (the "Authority"), **CITY OF SPRINGFIELD**, an Illinois unit of local government, having its principal office at 300 S. 7th St., MCW, Room 203 Springfield, Il 62701 (the "Unit of Local Government" or "ULG") and **THE SPRINGFIELD PROJECT**, an Illinois not-for-profit corporation, having its principal office at 1011 S. 2nd, Springfield, Il, 62704 (the "TSP") and **ENOS PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, INC.**, an Illinois not-for-profit corporation, having its principal office at 1311 N. 5th St., Springfield, Il 62702 (the "EPNIA"; together with TSP, collectively, the "NFP") (the ULG and the NFP shall be collectively referred to herein as the "Recipient").

RECITALS

WHEREAS, the United States Department of Treasury ("Treasury"), under sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as may be amended from time to time ("EESA"), established the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets ("HHF Program"); and

WHEREAS, the Authority submitted a successful proposal to the Treasury for the use of funds allocated to the HHF Program to develop and implement the Illinois Hardest Hit Fund Homeowner Emergency Loan Program and subsequent programs approved by the Treasury ("HHF Illinois Program") in order to help decrease preventable foreclosures and stabilize housing markets in Illinois, and pursuant to the requirements of the HHF Illinois Program, the Authority and the Treasury entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement, as amended, and as may be further amended from time to time (collectively, "HFA Agreement"); and

WHEREAS, under the HFA Agreement, the Authority established a Blight Reduction Program (the "Program") that will use, to the extent available, funds from the HHF Illinois Program to fund the Program and in order to help decrease preventable foreclosures and stabilize neighborhoods by targeting blighted, vacant, residential properties within certain targeted areas in Illinois for acquisition, demolition, greening/lot treatment, maintenance and eventual reuse, repurpose or redevelopment; and

WHEREAS, the Authority has issued, and ULG and NFP have accepted, that certain Conditional Commitment Letter dated May 15, 2015 (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to make available those Funds from the Program (as described herein) to NFP (in conjunction with ULG) to provide the permanent financing in connection with the acquisition, closing, demolition, lot treatment, maintenance and administration of those Units approved by the Authority and as identified in **Exhibit A**, which are located in Springfield, Illinois (the "Project"), and for no other purpose; and

WHEREAS, it is a condition of the Authority's making the Program Funds available to the Recipient, each of ULG and NFP agrees to enter into this Agreement and consents to be regulated and

restricted by the Authority as provided in this Agreement, the Program Guide and the Program Requirements.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION**. The foregoing recitals are made a part of this Agreement as though such Recitals were fully set forth in this Section 1. All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide.

2. **Definitions:**

(a) “Blighted Property” shall have the meaning ascribed to it in the Program Guide.

(b) “Administration” shall have the meaning ascribed to it in the Program Guide.

(c) “Application” shall mean the application for the Loan submitted by ULG and NFP to the Authority on December 8, 2014, as approved and/or modified by the Authority.

(d) “Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

(e) “Demolition” shall have the meaning ascribed to it in the Program Guide.

(f) “Disbursement” shall mean that portion of the Funds that may be disbursed to NFP for a Loan made in accordance with the Program Requirements and closed on a Unit Closing Date.

(g) “Effective Date” shall mean June 30, 2015.

(h) “Eligible Uses” shall have the meaning ascribed to it in the Program Guide.

(i) “Funding Deadline” shall mean June 30, 2017.

(j) “Loan” shall mean a forgivable loan (individually for each Unit, a “Loan” and collectively, for all of the Units, the “Loans”), up to the maximum amount of the Unit Cap per Unit, from the available Funds, to provide permanent financing for the Eligible Uses with respect to those Units approved by the Authority, as provided in this Agreement.

(k) “Loan Documents” shall mean the Note, the Mortgage, the Environment Indemnity, this Agreement, the Application, the Commitment and any and all Other Documents evidencing or governing the Loan for each Unit.

(l) “Maintenance” shall have the meaning ascribed to it in the Program Guide.

(m) “Mortgage” shall mean that certain Mortgage, Security Agreement and Assignment of Rents and Leases in regards to a Loan (individually for each Unit, a “Mortgage” and

collectively, for all of the Units, the "Mortgages"), dated as of the date of the Unit Closing Date and executed by Recipient in favor of the Authority, securing the Loan and constituting a valid first (1st) lien on the Development, which Mortgage shall be recorded in the office of the Recorder of Deeds of the county in which the Unit is located; the Mortgage is made a part of this Agreement by this reference.

(n) "Note" shall mean that certain Mortgage Note in regards to a Loan (individually for each Unit, a "Note" and collectively, for all of the Units, the "Notes"), dated as of the date of the Unit Closing Date, executed and delivered to the Authority by NFP, payable to the order of the Authority, evidencing NFP's indebtedness incurred in connection with a Loan for a Unit; the Note is made a part of this Agreement by this reference.

(o) "Project" shall mean the acquisition, demolition, greening/lot treatment, maintenance and administration of the Units listed on Exhibit A.

(p) "Recapture" shall mean the repayment to the Authority the Recapture Amount if one or more of the Recapture Events occurs before the Loan's applicable Maturity Date.

(q) "Recapture Amount" shall mean the full amount of the Loan to be repaid to the Authority in the event of a Recapture Event, reduced by one-thirty-sixth ($1/36^{\text{th}}$) of that amount for each month from the Unit Closing Date.

(r) "Termination Date" shall mean the date which is two (2) years after the Effective Date.

(s) "Unit Cap" shall mean the maximum amount of the Funds available in the refinancing of Eligible Uses in connection with an approved Unit, up to \$35,000.00, which may include the \$1,750 allocated towards Administration of the Unit and \$3,000 allocated towards Maintenance of the Unit, as provided in this Agreement.

(t) "Unit" shall have the meaning ascribed to it in the Program Guide.

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Commitment or the Program Guide, and if not defined therein, the meanings established in the HFA Agreement, and if not defined therein, the meanings established in the EESA and its rules and regulations.

As used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The titles and headings of the various sections and paragraphs of this Agreement are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain, or place any construction or interpretation on any of the provisions of this Agreement.

3. **GENERAL CONDITIONS.** The Recipient acknowledges that it has received, reviewed and understands the Program Requirements (as defined in the Commitment), including, but not limited to those set forth in the Program Guide (as amended and implemented by the Authority from time to time, "Program Guide")¹. Recipient agrees that, in addition to the provisions of this Agreement, it shall at all

¹ The current version of the Program Guide is available on the Authority website – see (<http://www.ihda.org/government/BRP.htm>). Recipient is ultimately responsible to ensure compliance with the current version of

times comply with the Program Requirements, including those described and/or referenced in the Program Guide, including all requirements with respect to each Loan and the Program. The Program Guide is incorporated into this Agreement by this reference. This Agreement and each Loan shall also be subject to the terms and conditions of the EESA, the rules, regulations and procedures promulgated under the EESA (the "HHF Rules"), the Program Guide and the Authority's requirements for the Program all as they may be amended and supplemented from time to time (collectively, the "BRP Requirements").

4. **TERM AND USE OF FUNDS.** This Agreement shall be effective as of the date hereof (the "Effective Date") and shall remain in effect until the later of the following dates or events: (i) a closing has occurred for the Loan for the Recipient's last Unit pursuant to the Program Requirements (*i.e.*, the last Unit Closing Date); (ii) Recipient has used all of the Funds awarded to Recipient under the Program and any Program Income (as defined below), if any; and (iii) the Termination Date (the "Term"). However the obligations of the Recipient for all reporting requirements shall survive the foregoing along with any other provisions of this Agreement that require survival of the Recipient's obligations.

5. **AVAILABILITY OF THE FUNDS.**

(a) **Funds Available.** Subject to (i) the Program Requirements, (ii) the terms, covenants, and conditions set forth in this Agreement, (iii) the prompt and faithful performance by ULG and NFP of all of the terms, conditions and provisions of this Agreement, provided NFP (and ULG) is not then in default under the terms and conditions of this Agreement or any of the Loan Documents, (iv) the satisfaction of all of the conditions precedent contained in the Loan Documents and in reliance on all of the representations, warranties and covenants of both ULG and NFP set forth in this Agreement and in the other Loan Documents, the Authority agrees to make Program funds available to NFP, up to in the maximum aggregate amount of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) (the "Funds"), to assist with the permanent financing of the eligible acquisition, closing, demolition, greening/lot treatment costs incurred, and maintenance and administrative expenses to be incurred, with respect to a minimum of Eight (8) Units, as approved by the Authority, and located in Springfield, Illinois.

(b) **No Guarantee.** All costs and expenses, even if later determined to be Eligible Uses, that are incurred by NFP (or the ULG) are incurred voluntarily and at the risk of NFP (and/or the ULG if it is incurring the cost or expense), and upon its own credit and expense. The Authority's agreement to make the Funds available to NFP to refinance Eligible Uses does not constitute a guarantee that such costs will be reimbursed or refinanced by a loan from the Funds.

(c) **Funding Deadline.** The Funds shall only be available to NFP up to the Termination Date (the "Funding Deadline"). No disbursements of the Funds (and no further Loans) will be made after the Termination Date (or after an occurrence of a Default). **RECEIPT ACKNOWLEDGES THAT TIME IS OF THE ESSENCE WITH RESPECT TO THE FUNDING DEADLINE AND THAT IN NO EVENT SHALL THE FUNDING DEADLINE BE EXTENDED UNLESS SUBSEQUENTLY PERMITTED BY THE AUTHORITY.**

6. **TERMS AND CONDITIONS OF EACH LOAN GENERALLY.**

(a) **A Loan Per Unit.** NFP acknowledges that the Funds are to be disbursed and are comprised of a series of loans, a loan for each Unit. Upon completion and satisfaction of the

the Program Guide. Therefore, Recipient must check the Authority's Program website frequently for changes, updates and modification to the Program Guide.

Program Requirements for a Unit, the Authority will make a loan from the available Funds to NFP to provide refinancing of the Eligible Uses with respect to a Unit approved by the Authority (individually, for each Unit, a "Loan", and collectively, for all of the Units, the "Loans").

(b) **Amount of Each Loan**. The maximum amount of the Funds available for each Loan in the refinancing of Eligible Uses in connection with an approved Unit is the Unit Cap. The ULG and NFP will be responsible for any costs incurred in excess of the Unit Cap in the acquisition, closing, demolition, greening, administration and maintenance of a Unit.

(c) **Loan Terms**. Each Loan shall not bear interest and shall have a term of three (3) years from the date of the applicable Unit Closing Date (each is a "Maturity Date"). NFP agrees to repay to the Authority all, or a portion of a Loan if any Recapture Event (as defined in **Paragraph 6.d** below) occurs before the Maturity Date. After a Recapture Event (or a Default), the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured. However, if no Recapture Event occurs before the Maturity Date, each Loan will be forgiven at the Maturity Date.

(d) **Recapture**. As a condition to the Authority's making of the Loan, NFP agrees to repay to the Authority the Recapture Amount (as defined in subparagraph e below) if one or more of the following events (each such event is called a "Recapture Event") occurs before the Loan's applicable Maturity Date:

- (i) NFP sells, conveys or transfers title to the Unit;
- (ii) ULG and/or NFP have not performed their respective obligations under this Agreement, any of the Loan Documents or the Program Guide or they; or
- (iii) any other event of Default (as defined in **Paragraph 13** below) occurs pursuant to the terms of any of the Loan Documents.

The Authority reserves the right, in its sole discretion, to determine which event or events (each such event is called a "Permitted Transfer") are *not* Recapture Event.

(e) If a Recapture Event occurs before the applicable Maturity Date, NFP shall pay to the Authority the full amount of the Loan reduced by one-thirty-sixth ($1/36^{\text{th}}$) of that amount for each month from the Unit Closing Date (the "Recapture Amount"). After a Default, the Loan shall bear interest at the Default Rate, as set forth in the Note, until the Default is cured.

The provisions of this **Paragraph 6.d** shall encumber each Unit and be binding on any future owner of a Unit and the holder of any legal, equitable or beneficial interest in it for three (3) years from the applicable Maturity Date; provided, however: that: if no Recapture Event occurs before the Maturity Date or if any Permitted Transfer occurs; this Agreement shall automatically terminate and shall be deemed to have been released and this release provision shall be self-operative without the need, necessity or requirement for the Authority to record a written release or termination.

(f) **Evidence of a Loan**. Each Loan shall be evidenced by: (i) this Agreement; (ii) a Note, pursuant to which the NFP agrees, among other things, to repay to the Authority all, or a portion of the Loan as required pursuant to the terms of the Note; (iii) a Mortgage, which shall be a valid first, prior and paramount lien upon the fee title to each Unit; (iv) an update to the Environmental

Indemnity listing the Unit; and (v) any and all other documents evidencing, securing and governing any and all indebtedness related to the Unit owing to the Authority by the Recipient or entered into in connection with the Loan (the "Other Loan Documents").

(g) **Use.** The proceeds of a Loan shall be used by NFP solely for the permanent refinancing and reimbursement of the Eligible Uses incurred for a Unit in accordance with the Program Requirements and for no other purpose without the prior written consent of the Authority, which consent may be withheld by the Authority in its sole and absolute discretion.

7. GENERAL LOAN DISBURSEMENT REQUIREMENTS.

(a) **Compliance by Recipient; Amount of Loan.** It is expressly agreed and understood that the Authority's obligation to disburse a Loan to NFP under this Agreement from time to time shall be conditioned upon NFP's full and timely compliance with all the terms of this Agreement, including completing the demolition and greening/lot treatment of the Units as provided herein, and the other conditions set forth herein, including, without limitation, the conditions precedent set forth in **Paragraph 8** below. In no event shall the aggregate amount to be disbursed to NFP exceed the amount of the Funds allocated to the Recipient, and for any Unit, the amount to be disbursed shall not exceed the Unit Cap. Without limiting the foregoing, the Authority may immediately cease all or any Disbursements to NFP to the extent the Authority determines, in its sole discretion, that NFP (or ULG) is using the proceeds of any Loan in any manner which is not in compliance with the Program Requirements or the terms of this Agreement or there is some other occurrence of a Default under the terms of this Agreement or under the terms of any of the Loan Documents.

(b) **Disbursements.** The Authority shall disburse the proceeds of a Loan to NFP from time to time as a Unit is ready to close as provided herein and upon the conditions contained in this Agreement; provided, however, NFP must have at least one (1) Unit ready to close per quarterly Unit Closing Date (unless otherwise permitted by the Authority in its sole discretion). Furthermore, there will only be one disbursement per Loan (individually, for each Loan, a "Disbursement" and collectively, for all of the Units, "Disbursements"). Disbursement to NFP of a Loan shall be made in accordance with the Program Requirements.

(c) **Requests for Disbursement and Certification.** Prior to, and as a condition precedent of, each Disbursement of each Loan by the Authority relating to the Eligible Uses of each Unit, NFP shall furnish to the Authority, NFP's written request for Disbursement of the Loan ("Disbursement Request"), on a form supplied by the Authority, which must be satisfactory to the Authority in its sole and absolute discretion which shall, among other things, specify the amount of the requested Disbursement (which shall be consistent with the terms provided in this Agreement) for the Unit(s) to be closed at that quarter's Unit Closing Date; direct the Authority to disburse such proceeds of a Loan in accordance with this Agreement. **NFP's delivery of Disbursement Request shall be deemed to certify to the Authority, as of the date of the applicable Disbursement Request, that:**

- i. no default by NFP (or the ULG), or condition or event which, with the giving of notice or passage of time, or both, in the opinion of the Authority, would constitute default by a Recipient, exists under this Agreement;
- ii. the representations and warranties of NFP (and the ULG) contained in this Agreement, in the Commitment or in any other Loan Documents are true and correct and remain true and correct;

- iii. NFP and the Unit, as applicable, shall be in compliance with the terms, conditions and covenants of this Agreement; and
- iv. A hazardous material identification survey has been completed and the proper disposal of the materials have been identified in compliance with all applicable laws for each Unit to be closed at that quarter's Unit Closing Date.

(d) **Escrow Payouts.** Each Loan shall be made through escrow with a title insurance company chosen by NFP (and approved by the Authority) and upon such escrow terms and conditions as the Authority shall determine in its sole discretion. In such case, NFP shall execute such escrow agreement (the "Escrow Agreement") with the title company as the Authority determines in its sole discretion is necessary or appropriate to protect the Authority's interests (the "Title Company"). NFP shall endeavor to utilize, to the extent that this is reasonably possible, the same title insurance company to serve as the escrow agent for all of its Units receiving a Loan pursuant to this Agreement.

(e) **Frequency of Unit Closings - Quarterly.** Unit Closings will be held quarterly for those Units ready to close - provided the conditions precedent to such Disbursements and the Program Requirements for those Units to be closed that quarter, are met by NFP as determined by the Authority in its sole discretion. For the first quarterly Unit Closing Date, NFP will be required to submit all of the required documentation and showings for each Loan to be closed that quarter, **by no later than September 30, 2015**. Such quarterly Unit Closings will commence with the first full quarter ending after the Effective Date, so the first quarterly Unit Closing Date will be **October 30, 2015**. Within thirty (30) calendar days of the end of each quarter, NFP shall provide the Authority with: (i) a Disbursement Request (as described below) for each Unit to be closed in that quarter, and (ii) all of the required documentation and showings required for a Loan, as provided in the Commitment (in particular see Paragraph 8 of the Commitment).

(f) **General.** Without limiting the foregoing, the Authority shall only pay a Loan to NFP through escrow to the extent consistent with the Escrow Agreement and the Authority's policies in effect from time to time concerning such payments and only to the extent NFP is in full compliance with all its obligations under this Agreement, including delivering to the Authority such information as the Authority may request from time to time as a condition to making such payment.

8. **CONDITIONS PRECEDENT TO A LOAN.** In addition to those documents set forth in **Paragraph 7** above, prior to and as conditions precedent to the Authority's obligation to make a Loan and to make a Disbursement, Recipient shall deliver, or cause to be delivered, to the Authority **at least thirty (30) days prior to each Unit Closing Date**, and the Authority shall have accepted or approved, each of the documents, instruments and showings required pursuant to the Commitment, all of which shall be in form and substance satisfactory to the Authority.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF NFP.** To induce the Authority to enter into this Agreement and award and disburse the Loan to Recipient, Recipient hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements.** NFP's use of the proceeds of a Loan, and NFP's actions in completing the Project, including, but not limited to the purchase, demolition and greening/lot treatment by NFP with the proceeds of a Loan, do not and will not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits.** All governmental permits, approvals and licenses required by applicable law to complete the Project, including the purchase, demolition, greening/lot treatment and maintenance of any Unit, have been validly issued and are in full force or, if the present stage of a Unit does not allow the issuance of all such permits, approvals and licenses, then as each Unit progress, NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization.** NFP is duly existing and in good standing under the laws of the state of its formation.

(d) **Authorization; No Conflict.** NFP's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper equity owners of NFP, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon NFP or (iii) NFP's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon Recipient.

(e) **Validity and Binding Nature.** This Agreement is a legal, valid and binding obligation of NFP enforceable against NFP in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information.** All information heretofore or contemporaneously furnished by NFP to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by NFP to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. NFP has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. NFP has disclosed to the Authority in writing all facts which NFP reasonably believes could materially and adversely affect the business, properties, financial condition or results of operations of NFP, or any of its equity owners, principals or employees, or the use of the Funds or any Loan by NFP's or its performance under this Agreement.

(g) **Compliance with Applicable Laws.** NFP shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state, local or foreign), including, without limitation, the Program Requirements.

(h) **Litigation and Contingent Litigation.** No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened against NFP or any of its equity owners, principals or employees. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which NFP has knowledge. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to NFP's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties.** The representation, warranties and covenants made in this Agreement shall remain true and correct at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **Delinquency.** Recipient represents and warrants to the Authority that it is not delinquent in the payment of any debt to the State (or if delinquent it has entered into a deferred payment plan with the State to pay the debt).

(k) **General Responsibilities.** In connection with the Project, NFP shall perform functions that include, but may not be limited to, the following:

(i) NFP has entered into an agreement acceptable to both parties with the Not-For-Profit Partner outlining its roles and responsibilities concerning its participation in the Program;

(ii) NFP will report data-points and financials to Authority, as required by the Authority from time to time;

(iii) NFP must develop an instrument of debt with the ULG, acceptable to both parties, which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(iv) NFP will use the proceeds of the Loans for Eligible Uses as ascribed in Program Requirements;

(v) NFP will timely complete, or cause to be completed, the Eligible Uses for each Unit in a good and workmanlike manner in compliance with industry standards and in accordance with the Program Requirements set forth in this Agreement;

(vi) NFP will not permit any discrimination against on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(vii) NFP will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof; and

(viii) Perform any other functions that the Authority may reasonably require.

(l) **Reasonableness of Eligible Uses.** NFP shall ensure that all expenditures made in connection with Eligible Uses for each Unit are "reasonable", as determined by the Authority in its sole discretion, and shall maintain such documents and other evidence satisfactory to the Authority to evidence such compliance.

NFP acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by NFP as set forth in this **Paragraph 9**.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF UNIT OF LOCAL GOVERNMENT.** To induce the Authority to enter into this Agreement and award and disburse the Loan to ULG, ULG hereby represents, covenants and warrants to the Authority as follows:

(a) **No Violation of Legal Requirements.** ULG's participation in the Program, ULG's agreement with NFP, and ULG's actions in completing the Project, including, but not limited to the sale of a Unit and a loan to NFP to finance the acquisition, demolition and greening/lot treatment by NFP, do not and will not violate or conflict with any applicable law, statute, ordi-

nance, rule, regulation or order of any kind, including any zoning, building, land use, noise abatement, environmental, hazardous substance or materials, occupational health and safety laws.

(b) **Necessary Permits.** All governmental permits, approvals and licenses required by applicable law to complete the Project have been validly issued and are in full force or, if the present stage of a Unit does not allow the issuance of all such permits, approvals and licenses, then as each Unit progress, ULG or NFP shall promptly obtain such licenses, approvals and permits as and when they become available.

(c) **Organization.** ULG is duly existing and in good standing under the laws of the State.

(d) **Authorization; No Conflict.** ULG's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement are within its powers, have been duly authorized by all necessary company action, have been executed by the duly authorized and proper persons, require no governmental, regulatory or other approval that has not been previously obtained, and do not and will not contravene or conflict with any provision of (i) law, (ii) any judgment, decree or order binding upon ULG or (iii) ULG's organizational documents, and do not and will not contravene or conflict with, or cause any lien to arise under, any provision of any agreement or instrument binding upon ULG.

(e) **Validity and Binding Nature.** This Agreement is a legal, valid and binding obligation of ULG enforceable against ULG in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally, subject to general principles of equity.

(f) **Accuracy of Information.** All information heretofore or contemporaneously furnished by ULG to the Authority for purposes of or in connection with this Agreement or obtaining each Loan is, and all other information hereafter furnished by ULG to the Authority will be, true and accurate in every material respect on the date as of which such information was or is so provided to the Authority. ULG has not omitted and will not omit any material fact necessary to prevent such information from being false or misleading. ULG has disclosed to the Authority in writing all facts which ULG reasonably believes could materially and adversely affect the actions properties, financial condition or results of operations of ULG, or any of its officials, officers or employees or its performance under this Agreement.

(g) **Compliance with Applicable Laws.** ULG shall at all times remain in compliance with the requirements of all applicable laws, rules, regulations, and orders of all governmental authorities (federal, state or local), including, without limitation, the Program Requirements, and all applicable historical preservation, environmental, demolition and lead based paint laws.

(h) **Litigation and Contingent Litigation.** No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to ULG's best knowledge, threatened against ULG or any of its officials, officers or employees. In addition, there are no inquiries, formal or informal, which might give rise to such actions, proceedings or investigations of which ULG has knowledge. No litigation, arbitration proceedings, governmental proceedings or investigations or regulatory proceedings are pending, or to ULG's best knowledge, threatened in connection with any of the Units.

(i) **Continuation of Representations and Warranties.** The representation, warranties and covenants made in this Agreement and in any other Loan Document, shall remain true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of

a Disbursement, and true, accurate and complete at all times hereafter so long as any part of any of the Loans remain outstanding.

(j) **General Responsibilities.** In connection with the Project, NFP shall perform functions that include, but may not be limited to, the following:

(i) ULG has entered into an agreement acceptable to both parties with the Not-For-Profit Partner outlining its roles and responsibilities concerning its participation in the Program;

(ii) ULG is eligible to participate in the Program in accordance with the Program Requirements;

(iii) ULG certifies that each Unit is an Eligible Property in accordance with the Program Requirements

(iv) ULG has (or will obtain), or will cause NFP to obtain, the legal authority and rights to complete the demolition of each Unit;

(v) ULG must develop an instrument of debt, with the NFP, acceptable to both parties which can take the form of a mortgage, forgivable loan, recapture agreement, or demand note.;

(vi) ULG will not permit any discrimination against on the basis of their gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in connection with its participation in the Program;

(vii) ULG will satisfy and continuing to satisfy all terms, conditions, and covenants of this Agreement, the other Loan Document and the Program Requirements, and has not suffered nor will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof;

(viii) ULG will perform any other functions that the Authority may reasonably require.

ULG acknowledges and agrees that the Funds shall be used only for the purposes described in this Agreement and that the award of Funds is conditioned upon the representations, warranties and covenants provided by ULG as set forth in this **Paragraph 10**.

11. **OTHER PROGRAM REQUIREMENTS.**

(a) **Unit Requirements.** The Authority has approved the initial Eight (8) eligible properties listed on **Exhibit A**, as attached hereto and incorporated herein, as the Units for the Project. The Project was approved, in part, based upon the specific Units listed on **Exhibit A**, and any change to any of these Units shall be subject to Authority's prior written consent, at its sole discretion. The Authority's consent for any change in the Units must be obtained using the substitution procedures outlined in the Program Guide.

(i) Each Unit must meet the criteria listed in the Program Guide, including, but not limited to: (i) each Unit must contain not more than four (4) residential units; (ii) each Unit must be vacant, unoccupied, deemed to be blighted and in need of demolition by ULG; (iii) each Unit must have at least one Property Index Number (which is also commonly referred to as the "permanent index number" or "PIN") (unless evidence is submitted to and accepted by the Authority that the Unit complies with the Unit Definition Exception as provided in the Program Guide); and (iv) the Unit must be located in within the census tract of a BRP Target Area.

(ii) NFP should conduct an asbestos inspection in compliance with the Illinois Environmental Protection Agency and Illinois Department of Public Health regulations and any other inspections NFP deems reasonably necessary to complete the Project or that the Authority requests or requires.

(iii) NFP must hold title to a Unit prior to the commencement of any Eligible Uses, including, but not limited to any demolition activities.

(b) **Davis-Bacon Act Requirements.** The wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") for corresponding classes of laborers and mechanics employed on construction of a similar character in the locality in which the work is to be performed, as determined by the United States Secretary of Labor, with respect to the Project, all as provided for under the Davis-Bacon Act, 40 USC 276a *et seq.* Recipient shall require that each contract for the Eligible Uses shall provide for (i) the payment of Prevailing Wages and (ii) that all subcontracts let for any of the Eligible Uses require the payment of Prevailing Wages.

(c) **NFP Requirements.** The Project was approved, in part, based upon the NFP included in the Application, and any change of the party who will serve as the NFP shall be subject to Authority's prior written consent, which consent is at its sole discretion. The use of an unapproved not-for-profit partner is considered a material breach of this Agreement. NFP has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, Treasury, the State, or any political subdivision thereof. NFP shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

(d) **Project Performance; Program Schedule.**

(i) The Authority may inspect or monitor, or retain third parties to inspect or monitor, NFP's compliance with the terms, conditions, and covenants of this Agreement, NFP's use of the Loan, the Units and the performance of the ULG and NFP against all obligations and covenants set forth in this Agreement, including the Exhibits attached hereto, and such other standards established by the Authority from time to time in its sole discretion. Without limiting anything in this Agreement, either Recipient's failure to meet the Program Requirements shall constitute a Default of this Agreement.

(ii) Each Recipient acknowledges that (A) time is of the essence with respect to this Agreement and with respect to each of the deadlines and milestones set forth in this Agreement, the other Loan Documents and the Program Guide, and (B) failure by NFP to achieve such deadlines or milestones shall entitle the Authority to exercise its remedies under this Agreement, including, without limitation, to declare a Default hereunder, to withhold or reduce further Loans from the Funds and/or Disbursements of any Loan or take any other action which the Authority may deem appropriate.

(iii) NFP must complete at least one the demolition and greening/lot treatment and greening of at least one (1) Unit within twelve (12) months of the Effective Date. NFP must complete all of the demolition and greening/lot treatment for all of the Units within twenty-three (23) months of the Effective Date. Notwithstanding the foregoing, the Authority, in its sole and absolute discretion, may at any time, and from time to time, extend these deadlines and milestones without having to amend this Agreement. NFP must have a minimum of three (3) completed Unit Closings within six

months of the Effective Date and at least half (50%) of the Units successfully closed within twelve (12) months from the Effective Date, all undisbursed Funds may be subject to return to IHDA and/or redistribution .”

12. **RECORDS AND REPORTS.**

(a) **Monitoring.** The plans, specifications, books, contracts, records and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority or its agent or representative at any time as the Authority reasonably requires. Recipient authorizes the Authority to conduct on-site reviews, examine personnel records and to conduct any other procedure or practice necessary to assure compliance with this Agreement and applicable regulations. Recipient will ensure that all documents related to the Projects shall be kept for a period of five (5) years after the Termination Date. Records to be retained include, but are not limited to receipts and invoices for materials, supplies and services, and documentation to request reimbursement of expenses.

(b) **Financial Audit.** Each Recipient shall furnish the Authority with a compliance audit, prepared in accordance with the requirements of 24 CFR Part 85, OMB Circular A-133 (audits of State of Local Governments) and OMB Circular A-110, as applicable, which shall include but shall not be limited to the progress of the demolition and greening/lot treatment for each Unit and the use of the proceeds of each of the Loans, and the same shall be certified to the Authority by the respective Recipient and an Illinois-licensed certified public accountant. The Authority reserves the right to require such additional reports as it deems necessary. Notwithstanding the foregoing, or any other provision in this Agreement to the contrary, the Authority and its authorized representatives’, agents’ and third-party contractors’ rights to site, document and personnel access for evaluation purposes are not limited to the required retention period, but shall last as long as records are retained. In addition, the books, contracts, records, and documents relating to the Program shall at all times be maintained by the Recipient in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by the Authority, the Auditor General, the Attorney General, HUD and/or Treasury (collectively, the “Auditor”) or their respective agents or representatives at any time as the Auditor reasonably requires.

(c) **Audited Financial Statements.** Each recipient shall provide annual audited financial statements to the Authority no later than the earlier to occur of the following: (a) ninety (90) days after the end of its fiscal year, commencing with the first fiscal year ending after the Effective Date; or (b) as required pursuant to OMB Circular No. A-133 which was revised to show changes published in the *Federal Registers* of June 27, 2003 and June 26, 2007 – Audits of States, Local Governments, and Non-Profit Organizations (“OMB Circular No. A-133”).

(d) **Project Files.** Recipient shall maintain files, in a manner acceptable to the Authority, for each Unit evidencing that the Recipient has met all requirements of the Program Requirements.

(d) **Furnishing Information.** At the request of the Authority, the Recipient shall furnish such reports, budgets, certifications and other documents required pursuant to the Program Requirements, or other applicable federal or State statutes or requirements, and shall give specific answers to questions from the Authority, from time to time, relative to the Funds, any Loan, and Recipient’s contracts and operations in connection with the Program and the Units.

(e) **Books and Records.** Upon reasonable notice, Recipient and the General Contractor for all Projects shall allow the Authority, the Auditor General or Attorney General of the State of Illinois, or representatives or agents of any of such parties, (i) to inspect such Project, including, but not limited to each Unit, at any reasonable time, and from time to time at any time during normal business hours and (ii) to inspect and audit and have access to the records, books of account and papers related to the Project, the operation, administration and maintenance of any Unit, or the uses for which the Loan has been utilized, including any supporting or related vouchers or papers, kept by or on behalf of the Recipient and their representatives or agents; such access shall include the right to make extracts or copies of them.

13. **DEFAULT.**

(a) **Default under Agreement.** If ULG or NFP fail to comply with, keep or perform any of their respective obligations, agreements, undertakings, conditions or warranties under the terms of this Agreement, any of the other Loan Documents, any other document executed and delivered by such party pursuant to this Agreement or in connection with a Loan, or under any of the Program Requirements, it shall constitute a Default. Each of the following shall also constitute a Default ("Default"):

i. There is an unreasonable delay in the demolition and/or greening/lot treatment of any Unit, or NFP causes any delay in such demolition and/or greening/lot treatment so that any Project may not, in Authority's judgment, be completed as required pursuant to the terms of the Loan Documents;

ii. If a petition in bankruptcy is filed by or against either NFP or the ULG, or a receiver or trustee of the property of the NFP is appointed, or if the NFP makes an assignment for the benefit of creditors or is adjudicated insolvent by any state or federal court. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a receiver or trustees of the property of NFP not initiated by NFP, NFP and the ULG, respectively, shall have ninety (90) days after the service of such petition or the commencement of such action or proceeding, as the case may be, within which to obtain a dismissal of such petition, action or proceeding, provided that NFP is not otherwise in default under the terms of this Agreement; and/or

iii. There is a Recapture Event;

iv. Failure of Recipient to comply with any of the rules, regulations or provisions governing the Program including those referred to herein, or such statutes, regulations, executive orders and guidelines, policies or directives as may become applicable at any time from the Authority, the State or any other federal, state or local governmental agency;

v. Failure, for any reason, of Recipient to fulfill in a timely and proper manner any of its obligations under this Agreement or Recipient otherwise being in breach of this Agreement, including, without limitation the failure by the Recipient to achieve such deadlines or milestones set forth in the Project Schedule unless otherwise extended by the Authority in its sole and absolute discretion pursuant to the terms hereof;

vi. Failure of any representation or warranty to be true and correct at any time;

vii. Ineffective or improper use of the proceeds of a Loan;

viii. Submission by Recipient to the Authority of documents, reports or information that are incorrect or incomplete in any material respect.

ix. The existence of any collusion, fraud, dishonesty or bad faith by, or with the acquiescence of, Recipient or any of its (as applicable) officials, principals, equity owners, officers, directors, managers, employees, representatives or agents which in any way relates to or affects a Loan;

x. Recipient (A) is voluntarily adjudicated a bankrupt or insolvent or consents to or does not contest the entry of an order for relief against it as debtor; or (B) seeks, consents to or does not contest the appointment of a receiver, trustee, custodian or other similar official for itself or for all or any part of its property; or (C) files a petition or commences any case, proceeding or other action seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or any other competent jurisdiction;

xi. (A) a petition is filed, or any case, proceeding or other action is commenced against Recipient seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership, or other debtor relief under the laws of the United States or any state or other competent jurisdiction; or (B) a court of competent jurisdiction enters an order for relief against it as debtor, or an order, judgment or decree is entered appointing, with or without the consent or contest of Recipient, a receiver, trustee, custodian or other similar official for it, or for all or any part of its property, and in the case of either (A) or (B) such petition, case, proceeding, action, order, judgment or decree shall not be stayed within 60 days after the entry thereof or shall not be dismissed within 60 days after being commenced;

xii. Recipient dissolves, liquidates, suspends or discontinues its business; or

xiii. Recipient fails to meet any of the Program Requirements or milestones set forth herein; or

Recipient otherwise breaches the terms hereof or of any other Loan Agreement.

(b) **Suspension of Disbursements.** If any of the events described in this **Paragraph 13** have occurred, or if NFP has failed to satisfy any of the conditions precedent to any Disbursement set forth in this Agreement then, at Authority's sole discretion, Authority's agreement to make the Funds available to NFP as set out in this Agreement (if it has not been previously terminated) shall immediately, automatically and without notice of any kind (other than as may be required elsewhere in this Agreement or in the other Loan Documents) be suspended and Authority shall have no further obligation to make Disbursements or do any other act or thing under or with respect to this

Agreement until such time as Authority is satisfied, in its sole discretion, that the event that occurred has not or will not mature into a Default or until the condition precedent has been satisfied.

(c) **Authority's Other Remedies Upon Default.** Upon the happening of any Default, Authority shall have the right, but not the obligation, to do any or all of the following, concurrently or successively, without further notice to Recipient:

i. Declare the one or more of the Notes to be, and the Notes shall thereupon become, immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived, anything contained in this Agreement or in the Notes to the contrary notwithstanding;

ii. Terminate the Authority's commitments and obligations under this Agreement, including, but not limited to make the Funds available to Recipient, extend credit of any kind, or to make any Disbursement or any further Loans;

iii. Enter upon, take possession of, and use any Unit and all parts of it and all material, equipment and supplies on it and elsewhere that were ordered for or appropriated to any Project, and do anything that, in Authority's sole judgment, is necessary or desirable to fulfill, pay, settle or compromise the obligations of Recipient under this Agreement. All sums paid or incurred for demolition, completion and equipping of any Unit pursuant to the provisions of this Section or otherwise, and all other payments made or liabilities incurred by Authority under this Agreement of any kind whatsoever, including without limitation, reasonable attorneys' fees and charges or fees for supervision and inspection of the construction, shall bear interest from the date so paid or incurred at the Default Rate (as defined in the Notes) and such amounts, including interest, shall be deemed and shall constitute advances under this Agreement, as more fully provided below. The Authority and its designees, representatives, agents, licensees and contractors shall be entitled to such entry, possession and use without the consent of any party and without any legal process or other condition precedent whatsoever, except as specified above. NFP acknowledges that any interference with such entry, possession and use by Authority will cause irreparable injury and damages to Authority. Nothing in this Agreement shall impose any obligation on Authority to either complete or not to complete any Unit; and

(iv) Exercise such other rights and remedies as Authority may have at law or equity in addition to the rights and remedies established by this Agreement or any of the other Loan Documents.

None of the rights conferred upon Authority in this Section is intended to be exclusive of any other right or remedy contained in this Agreement, in the other Loan Documents or in any instrument or document delivered pursuant to this Agreement, and every such right or remedy contained in this Agreement and in the other Loan Documents, now or hereafter existing at law or in equity or by statute, or otherwise shall be cumulative and may be pursued consecutively or concurrently.

(e) **Advances.** It is specifically understood and agreed that all funds furnished by Authority and employed in performance of the obligations of Recipient under this Agreement shall be deemed advanced by Authority under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished, and regardless of the fact that certain conditions must be satisfied before Authority is actually obligated to furnish such funds. Funds advanced by Authority in the exercise of its judgment that such funds are needed to protect its

security are to be deemed obligatory advances under this Agreement and are to be added to the total indebtedness evidenced by the Notes and secured by the Mortgages and such indebtedness shall be increased accordingly.

(f) **Effect of Grace or Cure Periods.** The Authority will determine, in its sole discretion, if and when a granting of a grace or cure period will be granted. The grant of a grace or cure period such shall not be construed to or have the effect of extending the deadline or periods granted for or replicating the grace or cure period relating to such matters.

14. **NO PERSONAL LIABILITY.** No member, director, officer, employee or agent of the Authority, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

15. **INDEMNIFICATION.**

(a) All of each Recipient's representations and warranties in this Agreement or in the other Loan Documents shall be true and correct in all material respects when made and as of the date of each Disbursement for each Unit, and shall remain in full force and effect, regardless of a Disbursement until all indebtedness to the Authority pursuant to this Agreement and the other Loan Documents is forgiven (or otherwise is paid in full). To the extent permitted by law, each Recipient shall indemnify, defend and hold the Authority, its members, directors, officers, employees and agents harmless from and against, and shall be obligated to pay and reimburse the Authority for any and all loss and damage including, without limitation, consultants', experts' and accountants' fees and reasonable attorneys' fees, that the Authority may sustain or incur, or suffer by reason of, or in connection with the Project, including without limitation the execution of the Loan Documents, the provision of the Funds, or disbursement of any Loan, any misrepresentation, breach of warranty or nonfulfillment of any covenant on the part of a Recipient. This obligation of Recipient shall survive the Term of this Agreement and the forgiveness, repayment or cancellation of any Loan.

(b) If a claim or suit is brought against the Authority or the Authority's officers, agents, employees or servants for which the Recipient is responsible pursuant to subparagraph (a) of this Section, the Recipient shall defend the Authority, with counsel of the Authority's choice, at the Recipient's sole cost and expense, and will pay any resulting claims, judgments, damages, losses, costs, expenses or settlements against the Authority or the Authority's members, directors, officers, employees or agents, including, but not limited to, attorneys' fees.

16. **JOINT AND SEVERAL OBLIGATIONS.** The respective obligations undertaken by the ULG and NFP are joint and several and Authority may, in its sole discretion, elect to pursue its rights and remedies against any one or more of the parties responsible for such obligations without pursuing such rights and remedies against all of such parties.

17. **AMENDMENT.** The parties may amend this Agreement, including the Exhibits hereto, at any time provided that such amendment is in writing and signed by a duly authorized representative of each of the parties, and is approved by the Authority's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Authority, the ULG or NFP from its obligations under this Agreement, except as specifically amended. The Authority may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available Funds amounts, or for other reasons. If such amendments result in a change in a Loan, the scope of the Project, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by all of the parties.

18. **NOTICES.** Any notices, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

ULG:

City of Springfield
300 S. 7th Street, MCW, Room 201
Springfield, Illinois 62701
Attention: Mike Farmer
Michael.farmer@cwlp.com

NFP:

TSP:
The Springfield Project
1011 South 2nd Street
Springfield, Illinois 62704
Attention: Timothy Rowles
trowles@thepringfieldproject.org

EPNIA:
Enos Park Neighborhood Improvement Association
1131 N. 5th St.
Springfield, Illinois 62702
Attention: Michelle
Higginbotham
president@epina.com

The Authority:

Illinois Housing Development Authority
401 N. Michigan, Suite 700
Chicago, Illinois 60611
Attn: Legal Department

And to:

Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attn: Community Affairs

Such addresses may be changed by notice to the other party given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) hereof shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

19. **SUCCESSORS.** This Agreement shall bind, and the benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement or any of its obligations, or delegate any of its duties, hereunder without the prior written approval of the Authority.

20. **PUBLICITY.** Neither the ULG nor NFP shall communicate any public messages or advertisements related to the Program, the Project, the Funds, the Loans, the Units, nor any of the obligations or terms of this Letter including without limitation the execution of the Loan Documents and the provision of the Funds and of each Loan (collectively, the "Publicity") without the prior written approval of the Authority. Both the ULG and NFP shall consult with the Authority to develop a communication and outreach strategy to ensure that any public messages related to any Publicity is consistent with the intent of the Program. Each of ULG and NFP shall notify the Authority at least ten (10) business days in advance and provide a copy of any proposed press releases, Publicity or any other public statements that refers to the Program, their participation therein, the results thereof. The Authority shall have the right to object to or modify such press release, statement or any other Publicity, in its sole discretion. This Section shall survive the termination or expiration of this Agreement.

21. **ASSIGNMENT.** The Authority may assign, negotiate, pledge or otherwise hypothecate all or any portion of this Agreement, or grant a participation interest in, or in any of its rights and security under this Agreement, including, without limitation, any Note and Mortgage. In case of such assignment, Recipient shall accord full recognition to it and agree that all rights and remedies of the Authority in connection with the interest so assigned shall be enforceable against Recipient by such assignee with the same force and effect and to the same extent as the same would have been enforceable by the Authority but for such assignment. Both the ULG and NFP shall not assign or attempt to assign its rights under this Agreement either voluntarily or by operation of law, except as otherwise permitted pursuant to this Agreement.

22. **NO JOINT VENTURE.** Notwithstanding anything to the contrary contained in this Agreement, the Authority, by making a Loan or by any action taken pursuant to this Agreement or the other Loan Documents, is not and shall not be deemed a partner or joint venturer with either the ULG or NFP. By execution of this Agreement, each of the ULG and NFP agrees to indemnify, defend and hold the Authority harmless from and against any damage or liability that may be incurred by the Authority as a result of a claim that the Authority is such a partner or joint venturer.

23. **DOCUMENTS OF FURTHER ASSURANCE.** ULG and NFP agree that, at any time or from time to time, upon the written request of the Authority, it shall execute, and if required, record (and pay all fees, taxes or other expenses relating to such recording) all such further documents and do all such other acts and things as the Authority may request to effectuate the transaction contemplated in this Agreement.

24. **SURVIVAL OF OBLIGATIONS.** Each of the Unit of Local Government's and NFP's obligations, as set forth in this Agreement, shall survive the Term and ULG and NFP shall continue to cooperate with the Authority and furnish any documents, schedules, exhibits or showings required hereunder.

25. **NOTICE OF LITIGATION.** During the Term, each of ULG and NFP shall promptly furnish the Authority a written notice of any litigation in which ULG or NFP is named a defendant or any litigation that affects or relates to any Unit.

26. **CONSTRUCTION OF AGREEMENT.**

(a) **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(c) **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of any provision of this Agreement.

(d) **Construction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

(e) **Exhibits.** The Exhibits attached hereto are incorporated herein and made a part of this Agreement.

27. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR THIS AGREEMENT. RECIPIENT ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH COUNSEL.

28. **JURISDICTION.** TO INDUCE THE AUTHORITY TO ACCEPT EACH OF THE NOTES, EACH OF THE ULG AND NFP IRREVOCABLY AGREES THAT, SUBJECT TO THE AUTHORITY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE LOAN DOCUMENTS WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE ULG AND NFP HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVE PERSONAL SERVICE OF PROCESS UPON EITHER OF THE ULG OR NFP, AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE ULG AND NFP AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

30. **LIABILITY OF AUTHORITY.** In no event shall the Authority be liable to the Recipient for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the Authority of its obligations under this Agreement or the Loan Documents or in connection

herewith and the Recipient waives all claims for consequential and incidental damages and for all damages described herein.

31. **LOAN.** The parties acknowledge that the Loan is to be funded with monies provided by the Treasury, and that the Authority is under no obligation to request such funds for any Disbursement of Program Funds unless and until all necessary preconditions to Disbursement set forth in the Loan Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from a Loan of such monies by the foregoing. Without limiting the generality of **Paragraph 31** above, in no event shall the Authority be liable to a Recipient for any damages whatsoever which might result in whole or in part from any delays in obtaining any proceeds of a Loan.

[REST OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

UNIT OF LOCAL GOVERNMENT:

CITY OF SPRINGFIELD, an Illinois unit of local government

By: _____
Name: _____
Title: _____

NFP:

THE SPRINGFIELD PROJECT, an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

NFP:

ENOS PARK NEIGHBORHOOD IMPROVEMENT ASSOCIATION, INC., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

AUTHORITY:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Mary R. Kenney, Executive Director

Approved as to form:

By: _____
Nandini Natarajan, Chief Financial Officer

By: _____
Maureen Ohle, General Counsel

EXHIBIT A
ELIGIBLE PROPERTIES

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT TO PROVIDE LAW ENFORCEMENT ASSISTANCE WITH THE
VILLAGE OF CHATHAM**

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

WHEREAS, the City of Springfield and the Village of Chatham (the "Parties") desire the benefit of mutual law enforcement assistance; and

WHEREAS, each of the Parties hereto maintains equipment and personnel for the purpose of law enforcement within its own jurisdiction; and

WHEREAS, the Parties hereto desire to augment law enforcement services and report criminal activity when necessary; and

WHEREAS, the boundaries of the Parties hereto are contiguous or in reasonable proximity so that mutual law enforcement assistance is deemed feasible; and

WHEREAS, the Parties are empowered to enter into this agreement pursuant to Section 10 of Article 7 of the Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) which provide that a unit of local government may enter into an intergovernmental agreement with another local governmental unit to jointly exercise their powers and authorities; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement for law enforcement assistance with the Village of Chatham; and

WHEREAS, a copy of the Intergovernmental Agreement to Provide Law Enforcement Assistance 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 acceptance and execution of the Intergovernmental Agreement to Provide Law Enforcement Assistance with the Village of Chatham.

Section 2: That the Mayor and City Clerk are authorized to execute this agreement on behalf of the City of Springfield.

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

PASSED: _____, 2015

SIGNED: _____, 2015

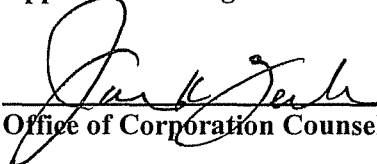
RECORDED: _____, 2015

Mayor 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 7-2-2015

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

6-30-2015

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Chief Winslow

PHONE NUMBER: 788-8360

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

TYPE OF ORDINANCE: Intergovernmental Agreement FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF CHATHAM FOR LAW ENFORCEMENT ASSISTANCE

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

CONTRACTOR / VENDOR NAME: Chatham Police Department

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

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

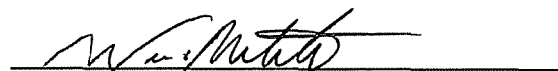
FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

The City and Chatham recognize that in certain situations the use of law enforcement personnel to perform police duties outside the jurisdictional boundaries where such personnel are employed may be desirable and necessary in order to protect the health, safety and welfare of the public. This ordinance will approve an intergovernmental cooperation agreement with the Village of Chatham pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Governmental Cooperation Act, 5 ILCS 220/1 et. seq.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

INTERGOVERNMENTAL AGREEMENT TO PROVIDE
LAW ENFORCEMENT ASSISTANCE

This Agreement entered into by and between the City of Springfield, Illinois, an Illinois Municipal Corporation, specifically being the Springfield Police Department, hereinafter referred to as "SPD" and the Village of Chatham, specifically being the Chatham Police Department, hereinafter referred to as "CPD." The purpose of this Agreement is to provide for a safe and secure environment for the citizens and visitors of our respective communities and to address mutual problems by working together to devise solutions to these problems.

WHEREAS, each of the parties hereto maintains equipment and personnel for the purpose of law enforcement within their own governmental jurisdiction; and

WHEREAS, the parties hereto desire to augment law enforcement services and report criminal activity when necessary; and

WHEREAS, it is recognized that in certain situations the use of Law Enforcement personnel to perform police duties outside the jurisdictional boundaries of the jurisdiction where such personnel are employed may be desirable and necessary in order to protect the health, safety, and welfare of the public

NOW, THEREFORE, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Governmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the parties hereto agree as follows:

1. The Village of Chatham, through the CPD, and the City of Springfield, through the SPD, hereby authorize their respective Chief of Police, or the Chief's designee, to render law enforcement assistance to each other's jurisdiction, when so requested, to the extent of available personnel and equipment not immediately required for the protection of their respective jurisdictions. The judgment of each jurisdiction's Chief of Police, or his designee, as to the availability of personnel and equipment for mutual assistance is conclusive.
2. Peace Officers of the jurisdictions signing this agreement who, pursuant to a bona fide request for service or assistance, are performing Police duties within the jurisdictional boundaries of the other signatory requesting party, shall act under the direction of the Commanding Officer of the requesting signatory party, and shall have like authority of Peace Officers of the requesting signatory party, including the power to arrest.
3. All wages and disability payments, pensions and worker's compensation claims, damages or causes of action for personal injury, damages to equipment, and medical expenses of any Peace Officer or his signatory party, incurred while the Peace Officer

was responding to or giving assistance to the other signatory party, shall be borne by and remain the responsibility of the responding signatory party, regardless of whether said claim, damage, or cause of action arose while said officer was acting in his own jurisdiction, or while rendering assistance under the terms of this Agreement. Each responding signatory party hereby further agrees to save and hold harmless and indemnify the requesting agency, its officials and employees, from and against all claims, losses, liability and causes of action of damage, injury or death arising from the acts, errors or omissions of the responding agent's officers, officials and employees, while acting pursuant to this Agreement.

4. The Peace Officers of the jurisdictions executing this agreement will not provide routine police patrol service outside of the jurisdiction of their signatory agency.
5. This Agreement shall become effective upon approval by resolution or ordinance of the governing bodies of the signatory agencies and execution of this agreement by such governing bodies.
6. This Agreement shall remain in force and effect until terminated by mutual agreement of the signatory parties, or by ten (10) days written notice of either party to the other.
7. This Agreement cancels and terminates, as of its effective date, all prior Agreements between the parties hereto for the provision of mutual law enforcement assistance, whether written or oral, or partly written or partly oral.
8. The original of this Agreement shall be filed with the respective municipal, billage or county clerk of the signatory agencies.

VILLAGE OF CHATHAM, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

CLERK

DATE: _____

CITY OF SPRINGFIELD, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

CLERK

DATE: _____

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 34 WEST HAZEL DELL LANE TO THE CITY OF SPRINGFIELD**

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

WHEREAS, Bonnie L. Duerr Trust ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Lot 12 in West Hazel Dell Third Addition, in the Southwest Quarter of the Southeast Quarter of Section 14, Township 15 North, Range 5 West of the third Principal Meridian, Sangamon County, Illinois, containing 0.500 acre, more or less; and

Commonly known as 34 West Hazel Dell Lane and as further described on the plat of annexation attached hereto as Exhibit "A"; and

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

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

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

Section 1: That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-8.

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

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

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

PASSED: _____, 2015

SIGNED: _____, 2015

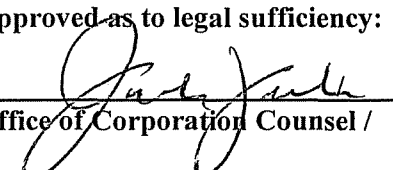
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

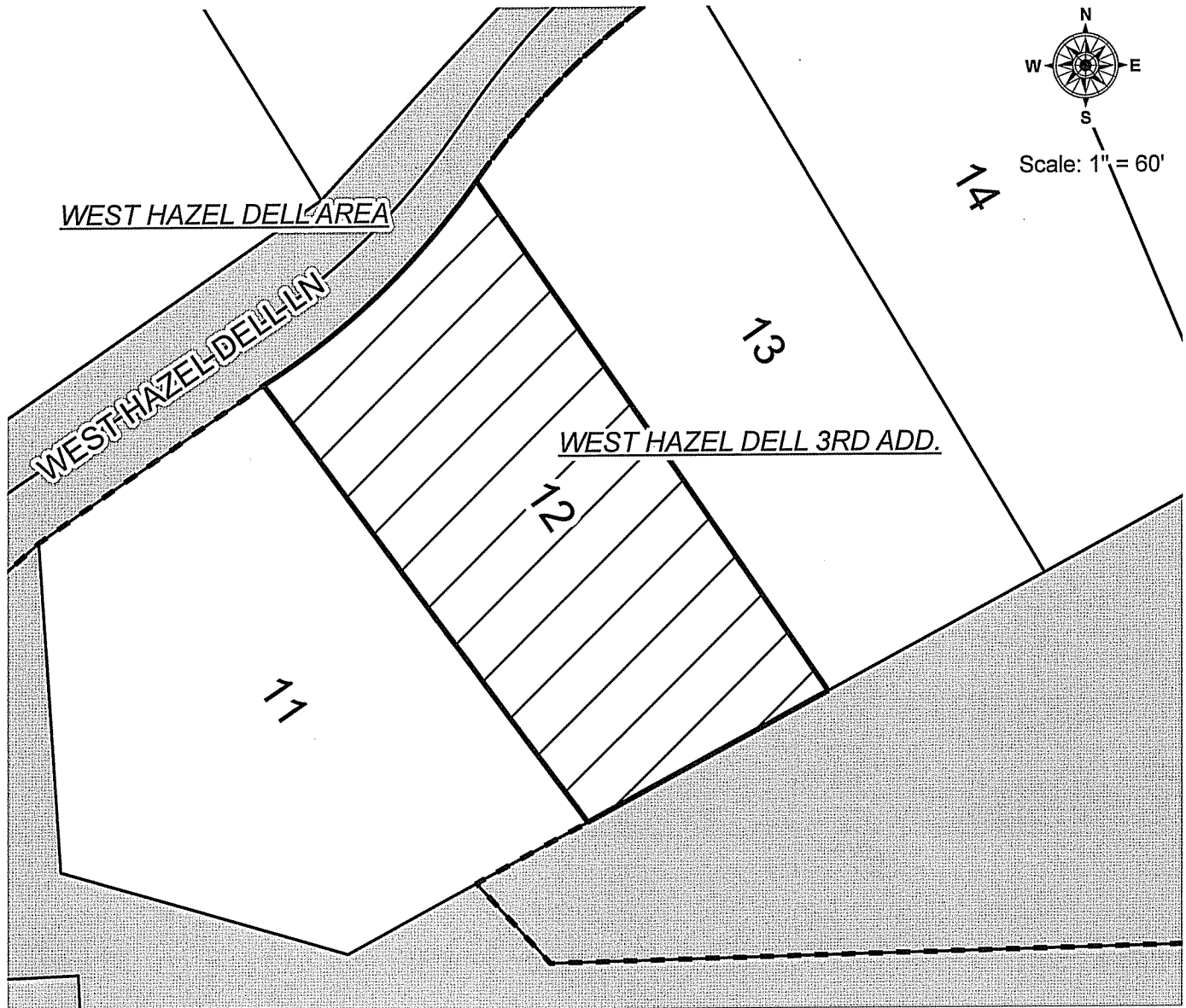
Requested by: Mayor James O. Langfelder


Office of Corporation Counsel / Date

PIN: 22-14.0-452-006
34 West Hazel Dell Ln

ANNEXATION PLAT

West Hazel Dell 3rd Add, Sec 14, T15N, R5W, 3rd PM



DESCRIPTION :

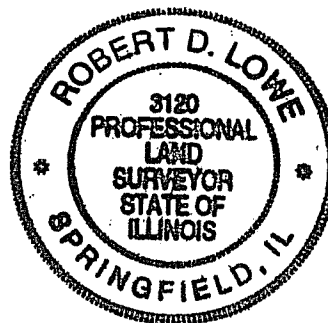
Lot 12 in West Hazel Dell Third Addition, in the Southwest Quarter of the Southeast Quarter of Section 14, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 0.500 acre, more or less.

NOTE:

The parcel shown is based on the Plat of Subdivision for West Hazel Dell 3rd Addition recorded in Book 17 on Page 82 in the Sangamon County Recorder's Office.

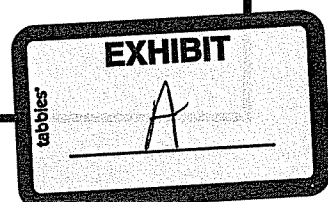
I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

- Subdivision Boundary
- Proposed Annexation
- Springfield Corp Limits



Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2016

6/9/15
Date



ORDINANCE FACT SHEET ANNEXATIONS ONLY

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC WORKS

STAFF MEMBER: ROBERT D. LOWE

DATE: June 18, 2015

FIRST READING: 7/7/2015

EMERGENCY PASSAGE: No

TYPE OF ORDINANCE: ANNEXATION ANNEX AGREEMENT

ANNEXATION INFORMATION

Petitioner Name(s): Bonnie L. Duerr Trust

Property Address: 34 West Hazel Dell Lane

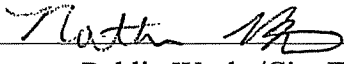
Number of electors residing at property: 0

Are the petitioners the only electors: N/A

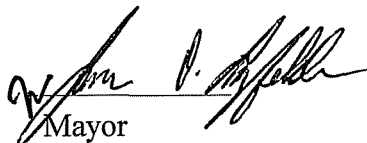
Annexation contingent on zoning: No

Is an annexation agreement necessary: No

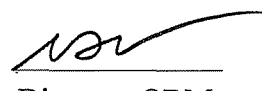
Name of Alderman requesting the annexation ordinance: _____



Director, Public Works/City Engineer



Mayor



Director, OBM

9693

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP
OF SPRING CREST SUBDIVISION LOCATED ON THE WEST SIDE OF
KOKE MILL ROAD AND NORTH OF OLD JACKSONVILLE ROAD,
FOR THE OFFICE OF PUBLIC WORKS**

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

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

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

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

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

Section 1: That the location and sketch map of Spring Crest Subdivision, is hereby accepted and approved by the City Council.

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

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

PASSED: _____, 2015

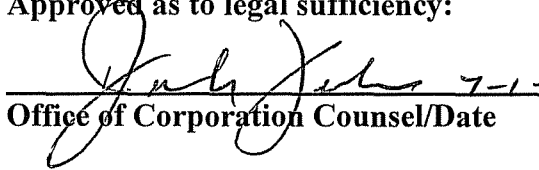
SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____
City Clerk Frank J. Lesko

Mayor James O. Langfelder

Approved as to legal sufficiency:


Office of Corporation Counsel/Date 7-1-2015

Requested by: Mayor James O. Langfelder

Location: Ward 8

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: July 7, 2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Location & Sketch Map

FISCAL IMPACT: \$ NA

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
SPRING CREST SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

Nathan Bottom

6/18/15

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance approving the location and sketch map of Spring Crest Subdivision for the Office of Public Works. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located on the west side of Koke Mill Road and north of Old Jacksonville Road.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9692

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP
OF THE BERNS SUBDIVISION LOCATED ON THE EAST SIDE OF
HICKORY HILLS DRIVE, NORTH OF IL-97 AND WITHIN THE 1.5
MILES OF THE JURISDICTION OF THE CITY, FOR THE OFFICE OF
PUBLIC WORKS**

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

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

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

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

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

Section 1: That the location and sketch map of Berns Subdivision, is hereby accepted and approved by the City Council.

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

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

PASSED: _____, 2015

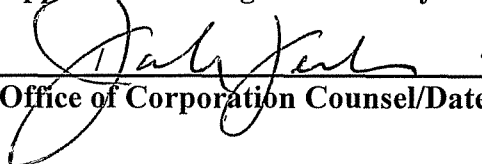
SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 7-1-2015
Office of Corporation Counsel/Date

Requested by: Mayor James O. Langfelder

Location: Within 1.5 mile jurisdiction

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: July 7, 2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Location & Sketch Map

FISCAL IMPACT: \$ NA

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
BERNS SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance approving the location and sketch map of Berns Subdivision for the Office of Public Works. The Land Subdivision Committee and Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located on the east side of Hickory Hills Dr, north of IL-97 and is within the 1.5 miles jurisdiction of the City of Springfield.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE CONTRACT NUMBER PW 16-06-26 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY16 SEAL COAT PROGRAM FOR THE OFFICE OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$589,102.32 AND FOR THE OFFICE OF PUBLIC UTILITIES FOR LAKE SERVICES ROADS IN THE AMOUNT OF \$250,000.00 AND FOR A COLLECTIVE AMOUNT NOT TO EXCEED \$839,102.32

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 needs base preparation and patching with bituminous surface treatment applications, plus bituminous surface treatment materials and application for Office of Public Utilities Lake Services roads; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, P.H. Broughton & Sons, Inc. has submitted the lowest responsible bid under contract PW16-06-26 to provide the necessary services for the Office of Public Works in an amount not to exceed \$589,102.32 and for the Office of Public Utilities for an amount not to exceed \$250,000.00 and for a total amount not to exceed \$839,102.32; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 16-06-26.

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

Section 1: That the City Council hereby accepts the bid from P.H. Broughton & Sons, Inc. to furnish the services and materials necessary for the FY16 Seal Coat Program for the Offices of Public Works in an amount not to exceed \$589,102.32 and for the Office Public Utilities for an amount not to exceed \$250,000.00. The Mayor and City Clerk are authorized to execute contract no. PW 16-06-02 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (0BRO2800) in accordance with the terms of Contract PW 16-06-26 as follows:

FROM ACCOUNTS	AMOUNTS
095-107-GENC-15GO-1204	\$589,102.32
102-100-CABG-7710-1220	\$125,000.00
101-200-JAAC-6331-1204	\$125,000.00

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

PASSED: _____, 2015

SIGNED: _____, 2015

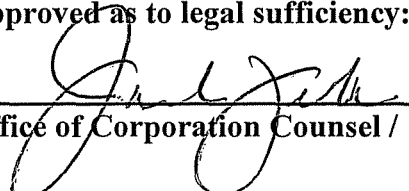
RECORDED: _____, 2015

ATTEST: _____
City Clerk Cecilia K. Tumulty

Mayor James O. Langfelder

Requested by: Mayor James O. Langfelder

Approved as to legal sufficiency:



Office of Corporation Counsel / Date 7-1-2015

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-44
DATE OF 1ST READING: 7-7-15

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255, X-5227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$ 839,102.32

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW16-06-26 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2016 SEAL COAT PROGRAM FOR THE OFFICE OF PUBLIC WORKS AND CWLP

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

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

VENDOR NO: 0BRO2800

CONTRACT TERM: completion

CONTRACT # PW16-06-26

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$839,102.32

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	107	GENC	15GO	1204	\$ 589,102.32
2	102	100	CABG	7710	1220	\$ 125,000.00
3	101	200	JAAC	6331	1204	\$ 125,000.00
4						

FUNDS CHECK BY:

[Signature]

Date: 06/26/15

DIRECTOR / SUPERVISOR SIGNATURE

[Signature]

Date: 6/26/15

CITY PURCHASING AGENT:

[Signature]

Date: 6/26/15

COMMENTS

The work under this contract includes the base preparation and patching, with bituminous surface treatment applications, plus bituminous surface treatment materials and application for CWLP Lake Services Roads totalling \$250,000.00.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9701

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$25,000.00 FROM UNAPPROPRIATED FUND
BALANCE TO PURCHASE A 2015 BOBCAT TOOLCAT FOR USE AT OAK
RIDGE CEMETERY FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$25,000.00 from unappropriated fund balance to purchase a 2015 Bobcat Toolcat as a replacement for a 2003 Bobcat Toolcat currently being used at Oak Ridge Cemetery; and

WHEREAS, the Office of Public Works appropriated \$20,000.00 in budget line 1504 for FY16 annual appropriation budget for equipment purchases; and

WHEREAS, the \$20,000.00 appropriated in FY16 will be used with this appropriation of \$25,000.00 to purchase the 2015 Bobcat Toolcat.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$25,000.00 from unappropriated fund balance for the Office of Public Works to purchase a 2015 Bobcat Toolcat for use at Oak Ridge Cemetery.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$25,000.00 from unappropriated fund balance into expenditure line 004-110-CEMT-CEMT-1504.

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

Section 4: That this ordinance shall become effective from and after its passage, publication and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

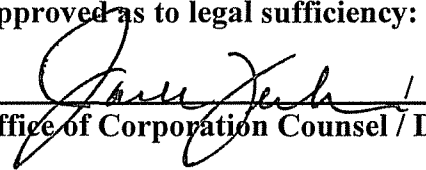
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 12-2-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

04/08/2015

OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental AppropriationFISCAL IMPACT: \$25,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$25,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope

Yes ☐No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Unappropriated Fund Balance

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	004	110	CEMT	CEMT	1504	\$25,000.00
2						
3						
4						

FUNDS CHECK BY: W. MahoneyDate: 06/30/15DIRECTOR / SUPERVISOR SIGNATURE W. MahoneyDate: 6/30/15

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance authorizing a supplemental appropriation from unappropriated fund balance to accommodate the purchase of a 2015 Bobcat Toolcat as a replacement for a 2003 Bobcat Toolcat currently in use at Oak Ridge Cemetery. The total purchase will require the use of \$20,000 already appropriated (budget line 1504) for equipment purchases out of the FY16 budget appropriations as well as the amount requested for this ordinance.

SIGN OFF:

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

Revised 5/26/04

**AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE
EXECUTION OF CONTRACT NUMBER PW 16-06-25 WITH
LINCOLNLAND CONCRETE, INC. AND CAPITOL READY MIX, INC. TO
PURCHASE READY MIX CONCRETE AND RELATED MATERIAL FOR
AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE OFFICE OF
PUBLIC WORKS AND THE OFFICE OF PUBLIC UTILITIES**

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

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc. have submitted the low bids for ready mix concrete and related material for the Office of Public Works in the amount of \$300,000.00 and the Office of Public Utilities in an amount not to exceed \$200,000.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW 16-06-25; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc.

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

Section 1: That the City Council hereby accepts the bids from Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc. for ready mix concrete and related material for the Office of Public Works and the Office of Public Utilities in an amount not to exceed \$500,000.00. The Mayor and City Clerk are authorized to execute Contract No. PW 16-06-25 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Lincolnland Concrete, Inc. (VC4002) and Capitol Ready Mix, Inc. in an amount not to exceed \$500,000.00 upon satisfactory performance of the contract as follows:

FROM ACCOUNT NUMBERS	AMOUNTS
001-110-WORK-STRS-1407	\$300,000.00
101-100-BA-4442-2313	\$ 50,000.00
102-100-CBAE-3682-2313	\$100,000.00
102-100-CABG-7710-1407	\$ 50,000.00
TOTAL	\$500,000.00

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

PASSED: _____, 2015

SIGNED: _____, 2015

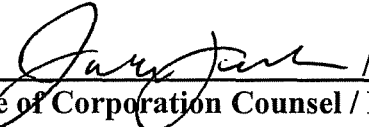
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 / 7-2-2015

Office of Corporation Counsel / Date



Tabulation of Bids

Local Public Agency: City of Springfield
County: Sangamon
Section: PW16-06-25
Estimate: FY2016 Ready Mix Concrete

Date: June 18, 2015
Time: 2:00 p.m.

Appropriation:

Name of Bidder:
Address of Bidder:

Lincolnland Concrete, Inc.
2300 N 16th St
Springfield, IL 62702
217-697-8566

Capitol Ready Mix, Inc.
1900 E Mason St
Springfield, IL 62702
217-528-1100

Proposal Guarantee:
Terms:

Approved Engineer's
Estimate

Attended By:

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	Class X Concrete-pick-up		Cubic yard			\$ -	75.00000	\$ -	84.0000	\$ -		\$ -
A2	CLSM-pick up		Cubic yard			\$ -	40.00000	\$ -	48.0000	\$ -		\$ -
A3	Class X high early-pick up		Cubic yard			\$ -	85.00000	\$ -	96.0000	\$ -		\$ -
B1	Class x concrete-delivered		Cubic yard			\$ -	98.00000	\$ -	94.0000	\$ -		\$ -
B2	CLSM-delivered		Cubic yard			\$ -	50.00000	\$ -	58.0000	\$ -		\$ -
B3	Class X high early-delivered		Cubic yard			\$ -	105.00000	\$ -	106.0000	\$ -		\$ -
B4	Extra Stop Charges		Per stop			\$ -	0.00000	\$ -		\$ -		\$ -
	\$ per trip if between _____ and _____ yards of concrete					\$ -	0.00000	\$ -		\$ -		\$ -
	\$ per trip if between _____ and _____ yards of concrete					\$ -	0.00000	\$ -		\$ -		\$ -
B5	Short load charges					\$ -		\$ -		\$ -		\$ -
	\$ per trip if between ____1____ and ____4____ yards of concrete					\$ -	-	\$ -	30.0000	\$ -		\$ -
	\$ per trip if between ____4____ and ____9____ yards of concrete					\$ -	-	\$ -	25.0000	\$ -		\$ -
B6	Weekend delivery charge per trip					\$ -	50.00000	\$ -	7.00/yd			\$ -
B7	Extra Time Charge					\$ -		\$ -		\$ -		\$ -
	\$ per minutes if over _X_ minutes per yard of concrete					\$ -	0.00000	\$ -	1.00 > 10 min.			\$ -
C1	Heating charge per cu. yd. concrete					\$ -	5.00000	\$ -	4.0000	\$ -		\$ -
C2	1% Calcium Chloride admixture per cu. yd. of concrete					\$ -	6.00000	\$ -	4.0000	\$ -		\$ -
C3	2% Calcium Chloride admixture per cu. yd. of concrete					\$ -	12.00000	\$ -	8.0000	\$ -		\$ -
C4	4" expansion material per linear foot					\$ -	0.50000	\$ -	0.3500	\$ -		\$ -
C5	6" expansion material per linear foot					\$ -	1.00000	\$ -	0.5000	\$ -		\$ -
	Order size for expansion material ____5____ feet 3000 pound fly ash footing mix (Delivered)	Jobsite				\$ -	93.00000	\$ -	88.0000	\$ -		\$ -
	C5 (Picked up)	Pick Up					73.00000	\$ -	78.0000	\$ -		\$ -
Total Bid:					As Read:		REVIEWED COMMITTEE ON STANDARDIZATIONS AND SPECIFICATIONS					
					As Calculated:							

Recommend award to Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc. for one contract each..
Lincolnland's Not to Exceed amounts are \$200,000 for Public Works and \$100,000 for CWLP.
Capitol's Not to Exceed amounts are \$100,000 for Public Works and \$100,000 for CWLP.

JUN 23 2015

BY

CHAIRMAN

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-43
DATE OF 1ST READING: 7/7/2015

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

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

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$500,000.00 ordinance amt

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW16-06-25 WITH LINCOLNLAND CONCRETE, INC. AND CAPITOL READY MIX, INC. TO PURCHASE READY MIX CONCRETE AND RELATED MATERIAL IN AN AMOUNT NOT TO EXCEED \$300,000.00 FOR THE OFFICE OF PUBLIC WORKS AND \$200,000 FOR CWLP.

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

CONTRACTOR / VENDOR NAME: Lincolnland Concrete, Inc. VENDOR NO: VC4002

CONTRACT TERM: one year CONTRACT # PW16-06-25 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$500,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

WORK EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	STRS	STRS	1407	\$ 300,000.00
2	101	100	BA	4442	2313	\$ 50,000.00
3	102	100	CBAE	3682	2313	\$ 100,000.00
4	102	100	CABG	7710	1407	\$ 50,000.00

FUNDS CHECK BY: *[Signature]* Date: 6/26/2015
DIRECTOR SUPERVISOR SIGNATURE: *[Signature]* Date: 6/26/15
CITY PURCHASING AGENT: *[Signature]* Date: 6/26/15

COMMENTS

This ordinance is for Ready Mix Concrete and other related materials to be supplied for the Office of Public Works and CWLP maintenance projects.

SIGN OFF: *[Signature]*

(Mayor's Signature)

[Signature]

(Director of OBM)

9702

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$38,000.00 MAY BE USED TO PURCHASE REAL ESTATE INTEREST FOR THE PROPERTY LOCATED AT 1104 E. STANFORD AVENUE FOR THE STANFORD EXTENSION PROJECT, MFT SECTION NO. 15-00467-02-PV, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$38,000.00 to purchase real estate interest for the property located at 1104 E. Stanford Avenue to complete the Stanford Avenue Extension Project between 11th Street and Fox Bridge Road, MFT Section No. 15-00467-02-PV; and

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

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

Section 1: That improvements will be made on Stanford Avenue between 11th Street and Fox Bridge Road under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section 15-00476-02-PV.

Section 3: That the City anticipates using \$38,000.00 for the improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

W / 7-2-15

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-42
DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext. 223

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

TYPE OF ORDINANCE: FISCAL IMPACT: NA

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

SUGGESTED TITLE:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 15-00467-02-PV FOR STANFORD AVENUE FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME

VENDOR NO:

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This supplemental resolution informs IDOT that the City is using MFT funds (\$38,000.00) for real estate interest to complete the Stanford Avenue reconstruction between Eleventh Street and Fox Bridge Road.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9696

**AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST FOR
PROPERTY LOCATED AT 1104 E. STANFORD AVENUE FROM STEVEN M. HOWARD,
SUSANNE M. HOWARD, JAMIE S. FRANKE, CASIE L. HOWARD, AND NICHOLE M.
FOSTER FOR AN AMOUNT NOT TO EXCEED \$38,000.00 FOR THE STANFORD
AVENUE EXTENSION PROJECT BETWEEN ELEVENTH STREET AND FOX BRIDGE**

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

WHEREAS, Steven M. Howard, Susanne M. Howard, Jamie S. Franke, Casie L. Howard, and Nichole M. Foster own the real property located at 1104 E. Stanford Avenue, in Sangamon County, an improved property legally described in Exhibit A attached hereto; and

WHEREAS, provided that certain contingencies are satisfied, the City of Springfield, through the Office of Public Works, desires to purchase a temporary construction easement across a part of said real estate and to pay to the owners damages for the reduction in the property's value, in the amount of \$38,000.00, for a public purpose, specifically, the Stanford Avenue extension project between Eleventh Street and Fox Bridge Road; and

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

WHEREAS, the proposed real estate conveyance documents shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of real estate conveyance and supporting documents for the purchase of real estate interest from Steven M. Howard, Susanne M. Howard, Jamie S. Franke, Casie L. Howard, and Nichole M. Foster, in the amount of \$38,000.00 for the real property legally described in Exhibit A attached hereto.

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

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Steven M. Howard, Susanne M. Howard, Jamie S. Franke, Casie L. Howard, and Nichole M. Foster from account number 041-110-GAST-STRS-2301 in the amount of \$38,000.00 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____
City Clerk Frank J. Lesko

Mayor James O. Langfelder

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel / Date

EXHIBIT A

**City of Springfield, Illinois
Stanford Avenue (FAU 7997)**

Section 10-00467-00-PV

Springfield Illinois

**Steven M. Howard, Susanne M. Howard, Jamie S. Franke,
Casie L. Howard, And Nichole M. Foster**

Lot 1130 of Harvard Park Third Plat, EXCEPT that part described as follows: Beginning at the Northwest corner of said Lot 1130 a point located 57.0 feet left of Sta. 9+31.5; thence in an Easterly direction along the North line of Lot 1130 a distance of 40.0 feet to the Northeast corner of Lot 1130 a point located 97.0 feet left of Sta. 9+31.5; thence Southerly along the East line of lot 1130 a distance of 4.67 feet to a point located 97.0 feet left of Sta. 9+36.17; thence in a Southwesterly direction a distance of 40.07 feet to a point on the West line of Lot 1130 located 57.0 feet left of Sta. 9+38.5; thence in a Northerly direction along the West line of Lot 1130 a distance of 7.0 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any

Situated in Sangamon County, Illinois.

Seller: Steven M. Howard, Susanne M. Howard, Jamie S. Franke, Casie L. Howard, and Nichole M. Foster

Address: 1104 Stanford Avenue
Springfield, IL 62703

Buyer: The City of Springfield, Illinois,
a Municipal Corporation

Address: Department of Public Works
Municipal Center West
300 South Seventh Street
Springfield, IL 62701

c/o Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703

Attorney: None

Attorney: None

Selling Broker: None

Listing Broker: None

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT is entered into between **STEVEN M. HOWARD, SUSANNE M. HOWARD, JAMIE S. FRANKE, CASIE L. HOWARD (f/k/a CASIE L. THEIN), AND NICHOLE M. FOSTER**, hereinafter referred to as Seller, and the **CITY OF SPRINGFIELD, ILLINOIS**, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

Lot 1130 of Harvard Park Third Plat, EXCEPT that part described as follows: Beginning at the Northwest corner of said Lot 1130 a point located 57.0 feet left of Sta. 9+31.5; thence in an Easterly direction along the North line of Lot 1130 a distance of 40.0 feet to the Northeast corner of Lot 1130 a point located 97.0 feet left of Sta. 9+31.5; thence Southerly along the East line of Lot 1130 a distance of 4.67 feet to a point located 97.0 feet left of Sta. 9+36.17; thence in a Southwesterly direction a distance of 40.07 feet to a point on the West line of Lot 1130 located 57.0 feet left of Sta. 9+38.5; thence in a Northerly direction along the West line of Lot 1130 a distance of 7.0 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

to Buyer, who agrees to pay **Thirty-Eight Thousand and no/100 Dollars (\$38,000.00)**, therefore, **\$None** cash at time of contract execution, and the remainder by cashier's check, certified funds or the equivalent on or before the **10th** day of **August, 2015** (the "Closing") and upon receipt of deed.

2. **EVIDENCE OF TITLE:** Prior to Closing, Buyer will furnish Seller with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. An Owner's title policy, in amount of the purchase price for said premises, will be paid for by Buyer and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the date of closing.

4. **INSURANCE:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Seller shall pay all 2014 real estate taxes payable in 2015 and 2015 real estate taxes payable in 2016, prorated through the Closing, by way of a credit to Buyer at Closing if before due date of taxes. Buyer shall pay all subsequent real estate taxes. All transfer taxes shall be paid by Buyer.

6. **ENCUMBRANCES:**

A. Mortgages and liens, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain mortgage and lien releases shall continue until the releases are obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not vitiated by the existing improvements or the use thereof.

7. **FINANCING:** This Contract is not subject to Buyer obtaining financing.

8. **EQUIPMENT & INSPECTIONS:** Not applicable. Buyer accepts property in its "AS IS" condition.

9. **ADDITIONAL PROVISIONS:**

A. Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular.

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

D. Time is of the essence of this Contract.

E. Buyer agrees to pay all survey costs and closing costs.

F. Seller warrants that it is not aware of any environmental problems such as buried hazardous materials, fuel spills or underground fuel tanks.

G. This Contract is subject to the approval of the Springfield City Council.

10. **ESCROWEE:** The parties agree that **Chicago Title, 1043 South Fifth Street, Springfield, Illinois**, is hereby designated as Escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. The Escrowee shall hold in escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction.

11. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
12. **APPROVAL:** Buyer has been given the opportunity to have this Contract reviewed by an attorney.
13. **SETTLEMENT:** Closing shall be held at the office of Chicago Title, or such place as the parties may agree.
14. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
15. **DEFAULT:** In the event either party should breach this Agreement, the other party may pursue any and all remedies provided by law.
16. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

BUYER:

CITY OF SPRINGFIELD, ILLINOIS

SELLER:

**STEVEN M. HOWARD, SUSANNE M. HOWARD,
JAMIE S. FRANKE, CASIE L. HOWARD, AND
NICHOLE M. FOSTER**

By: _____
Mayor Date

Steven M. Howard Date

Susanne M. Howard Date

Jamie S. Franke Date

Casie L. Howard (f/k/a Casie L. Thein) Date

Nichole M. Foster Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-41
DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext 223

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 38,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT FOR PURCHASE OF REAL ESTATE INTEREST BETWEEN THE CITY OF SPRINGFIELD AND STEVEN M. HOWARD, SUSANNE M. HOWARD, JAMIE S. FRANKE, CASIE L. HOWARD, AND NICHOLE M. FOSTER FOR THE STANFORD AVENUE EXTENSION IN AN AMOUNT NOT TO EXCEED \$38,000.00

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

STEVEN M. HOWARD, SUSANNE M. HOWARD,
JAMIE S. FRANKE, CASIE L. HOWARD, AND

CONTRACTOR / VENDOR NAME NICHOLE M. FOSTER

VENDOR NO:

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

CONTRACT AMOUNT: \$38,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 38,000.00
2					
3					
4					

FUNDS CHECK BY: *R. Immitron* Date: 6/26/15
DIRECTOR / SUPERVISOR SIGNATURE: *Walter Mahoney* Date: 6/26/15
CITY PURCHASING AGENT: *S.E. R.* Date: 6/26/15

COMMENTS

This ordinance is for property purchase for right-of-way purposes to reconstruct Stanford Avenue between Eleventh Street and Fox Bridge Road. The property address is 1104 E. Stanford Avenue located at the southeast corner of 11th Street and Stanford Avenue.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9695

**A SUPPLEMENTAL RESOLUTION NOTIFYING THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN
THE AMOUNT OF \$682,000.00 MAY BE USED TO PURCHASE REAL ESTATE
INTEREST FOR THE FOR THE STANFORD EXTENSION PROJECT
BETWEEN FOX BRIDGE ROAD AND TAYLOR AVENUE, MFT SECTION NO.
12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$682,000.00 to purchase real estate interest for the property located between Fox Bridge Road and Taylor Avenue to complete the Stanford Avenue Extension Project, MFT Section No. 12-00467-01-PV; and

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

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

Section 1: That improvements will be made on Stanford Avenue between Fox Bridge Road and Taylor Avenue under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section 12-00476-01-PV.

Section 3: That the City anticipates using \$682,000.00 for the improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Lo, 7-2-15

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-48
DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext. 223

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

TYPE OF ORDINANCE:

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

A SUPPLEMENTAL RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 12-00467-01-PV FOR STANFORD AVENUE FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This supplemental resolution informs IDOT that the City is using MFT funds (\$682,000.00) for real estate interest to complete the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9700

**AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST
FOR PROPERTY LOCATED AT 1900 TRUMAN ROAD FROM MERRILL'S
CONTRACTOR'S INC. FOR AN AMOUNT NOT TO EXCEED \$498,000.00 FOR
THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX BRIDGE
ROAD AND TAYLOR AVENUE**

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

WHEREAS, Merrill's Contractor's Inc. owns the real property located at 1900 Truman Road, in Sangamon County, an improved property legally described in Exhibit A attached hereto; and

WHEREAS, provided that certain contingencies are satisfied, the City of Springfield, through the Office of Public Works, desires to purchase a temporary construction easement across a part of said real estate and to pay to the owners damages for the reduction in the property's value, in the amount of \$498,000.00, for a public purpose, specifically, the Stanford Avenue extension project between Fox Bridge Road and Taylor Avenue; and

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

WHEREAS, the proposed real estate conveyance documents shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of real estate conveyance and supporting documents for the purchase of real estate interest from Merrill's Contractor's Inc., in the amount of \$498,000.00 for the real property legally described in Exhibit A attached hereto.

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

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Merrill's Contractor's Inc. from account number 041-110-GAST-STRS-2301 in the amount of \$498,000.00 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Lo, 7-2-15
Office of Corporation Counsel / Date

Requested by: Mayor James O. Langfelder

EXHIBIT A

City of Springfield, Illinois
Stanford Avenue (FAU 7997)
Section 10-00467-00-PV
Springfield Illinois
Merrill's Contractor's Inc.

For APN/Parcel ID(s): 22-11-0-126-009 and 22-11.0-126-011

Part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of aforesaid Section 11; thence South on the Quarter Quarter Section line 494.34 feet to a point on the North right of way line of the Illinois Terminal Railroad; thence in a Southwesterly direction on a curve the right a chord distance of 523.05 feet to a point in the East right of way line of the Illinois Central Railroad; thence in a Northerly direction on a curve to the left a chord distance of 655.13 feet; thence East on the Quarter Quarter Section line 435.29 feet the point of beginning.

ALSO, a parcel of land being all that part of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian that lies Westerly and Northerly of the right of way line of the Illinois Terminal Railroad as presently located.

ALSO, part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian, described more particularly as follows: Commencing at an iron pipe marking the Southwest corner of the Northeast Quarter of the Northwest Quarter of the aforementioned Section 11; thence South 87 degrees 59 minutes 29 seconds East along the Quarter Quarter Section line a distance of 502.50 feet to an iron pipe marking the true point of beginning; thence North 39 degrees 52 minutes 59 seconds East a distance of 126.64 feet to an iron pipe; thence North 03 degrees 34 minutes 58 seconds East a distance of 1225.21 feet to an iron pipe on the Section line; thence South 87 degrees 51 minutes 55 seconds East along the Section line a distance of 742.00 feet to an iron pipe on the Westerly right of way line of the former I.T.R.R.; thence South 27 degrees 00 minutes 43 seconds West along said right of way line a distance of 995.89 feet; thence along a 1869.94 foot radius curve to the right having a long chord with a course of South 34 degrees 41 minutes 20 seconds West and a distance of

499.61 feet to an iron pipe on the Quarter Quarter Section line; thence North 87 degrees 59 minutes 29 seconds West along the Quarter Quarter Section line a distance of 162.70 feet to the true point of beginning.

EXCEPT the following: Part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian, described more particularly as follows: Commencing at the

Northeast corner of the Southwest Quarter of the Northwest Quarter of the aforementioned Section 11, thence North 87 degrees 43 minutes 46 seconds West along the Quarter, Quarter Section line a distance of 5.22 feet to a mag nail marking the true point of beginning, thence South 02 degrees 36 minutes 09 seconds West a distance of 420.32 feet to an iron pipe, thence North 87 degrees 43 minutes 46 seconds West a distance of 253.43 feet to a point, thence North 02 degrees 36 minutes 09 seconds East a distance of 420.32 feet to a mag nail on the Quarter, Quarter Section line, thence South 87 degrees 43 minutes 46 seconds East along said Quarter, Quarter Section line a distance of 253.43 feet to the true point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-45

DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2260 ext 223

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

TYPE OF ORDINANCE: Real Estate

FISCAL IMPACT: \$ 498,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT FOR PURCHASE OF REAL ESTATE INTEREST BETWEEN THE CITY OF SPRINGFIELD AND MERRILL'S CONTRACTORS, INC. FOR THE STANFORD AVENUE EXTENSION IN AN AMOUNT NOT TO EXCEED \$498,000.00

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

CONTRACTOR / VENDOR NAME: Merrill's Contractors, Inc. & Bank of Springfield

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$498,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 498,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of right-of-way in order to construct the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue. The right-of-way is located at 1900 Truman Road where the Merrill's Asphalt Plant operated and east of the Canadian National railroad tracks.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST
FOR RIGHT-OF-WAY PROPERTY LOCATED AT 2820 FOX BRIDGE ROAD
FROM ZAYO GROUP, LLC FOR AN AMOUNT NOT TO EXCEED \$140,000.00
FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN FOX
BRIDGE ROAD AND TAYLOR AVENUE**

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

WHEREAS, Zayo Group, LLC owns the right-of-way real property located at 2820 Fox Bridge Road, and west of the Canadian National railroad tracks, in Sangamon County, an improved property legally described in Exhibit A attached hereto; and

WHEREAS, provided that certain contingencies are satisfied, the City of Springfield, through the Office of Public Works, desires to purchase a temporary construction easement across a part of said real estate and to pay to the owners damages for the reduction in the property's value, in the amount of 140,000.00, for a public purpose, specifically, the Stanford Avenue extension project between Fox Bridge Road and Taylor Avenue; and

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

WHEREAS, the proposed real estate conveyance documents shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of real estate conveyance and supporting documents for the purchase of real estate interest from Zayo Group, LLC, in the amount of \$140,000.00 for the real property legally described in Exhibit A attached hereto.

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

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Zayo Group, LLC from account number 041-110-GAST-STRS-2301 in the amount of \$140,000.00 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

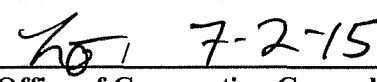
RECORDED: _____, 2015

Mayor 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

EXHIBIT A

**City of Springfield, Illinois
Stanford Avenue (FAU 7997)
Section 10-00467-00-PV
Springfield Illinois
Zayo Group, LLC**

For APN/Parcel ID(s): 22-11-0-153-007

All that part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 15 North, Range 5 West of the Third Principal Meridian that lies East of the centerline of Fox Bridge Road, West of the West right of way line of the former Illinois Central Railroad, and North of the North right of way line of the former Illinois Terminal Railroad, except the North 26 feet thereof;

And further excepting therefrom the following two parcel:

EXCEPTION I:

Commencing at the intersection of the center line of Fox Bridge Road and the North line of the South Half of the West Half of the Northwest Quarter of said Section 11, thence South 03 degrees 15 minutes 41 seconds West along the center line of said Fox Bridge Road, a distance of 166.30 feet; thence South 87 degrees 47 minutes 46 seconds East. a distance of 30.00 feet to the point of beginning.

From said point of beginning; thence continuing South 87 degrees 47 minutes 46 seconds East, a distance of 145.00 feet; thence South 03 degrees 15 minutes 41 seconds West, a distance of 45.01 feet; thence North 87 degrees 47 minutes 46 seconds West, a distance of 145 feet; thence North 03 degrees 15 minutes 41 seconds East parallel to the center line of Fox Bridge Road, a distance of 45.01 feet to the point of beginning.

EXCEPTION II:

Commencing at the intersection of the center line of Fox Bridge Road and the North line of the South Half of the West Half of the Northwest Quarter of said Section 11; thence South 03 degrees 15 minutes 41 seconds West along the center line of said Fox Bridge Road, a distance of 166.30 feet; thence South 87 degrees 47 minutes 46 seconds East. a distance of 30.00 feet to the point of beginning.

From said point of beginning, thence North 03 degrees 15 minutes 41 seconds East along the Easterly right of way of Fox Bridge Road, a distance of 60.00 feet; thence South 87 degrees 47 minutes 46 seconds East, a distance of 145.00 feet; thence South 03 degrees 15 minutes 41 seconds West parallel to the center line of Fox Bridge Road, a distance of 60.00 feet; thence North 87 degrees 47 minutes 46 seconds West, a distance of 145.00 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been

heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-46
DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext 223

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 140,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT FOR PURCHASE OF REAL ESTATE INTEREST BETWEEN THE CITY OF SPRINGFIELD AND ZAYO GROUP, LLC FOR THE STANFORD AVENUE EXTENSION IN AN AMOUNT NOT TO EXCEED \$140,000.00

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

CONTRACTOR / VENDOR NAME Zayo Group, LLC

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$140,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 140,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of right-of-way in order to construct the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue. The right-of-way is located at 2820 Fox Bridge Road directly east of the T-intersection at Stanford Avenue and Fox Bridge Road and west of the Canadian National railroad tracks.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

9698

**AN ORDINANCE AUTHORIZING PURCHASE OF A REAL ESTATE INTEREST
FOR RIGHT-OF-WAY PROPERTY LOCATED AT 1910 TRUMAN ROAD FROM
SPRINGFIELD HOUSING AUTHORITY FOR AN AMOUNT NOT TO EXCEED
\$44,000.00 FOR THE STANFORD AVENUE EXTENSION PROJECT BETWEEN
FOX BRIDGE ROAD AND TAYLOR AVENUE**

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

WHEREAS, Springfield Housing Authority owns the right-of-way real property located at 1910 Truman Road, east of the Canadian National railroad tracks, in Sangamon County, an improved property legally described in Exhibit A attached hereto; and

WHEREAS, provided that certain contingencies are satisfied, the City of Springfield, through the Office of Public Works, desires to purchase a temporary construction easement across a part of said real estate and to pay to the owners damages for the reduction in the property's value, in the amount of \$44,000.00, for a public purpose, specifically, the Stanford Avenue extension project between Fox Bridge Road and Taylor Avenue; and

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

WHEREAS, the proposed real estate conveyance documents shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of real estate conveyance and supporting documents for the purchase of real estate interest from Springfield Housing Authority, in the amount of \$44,000.00 for the real property legally described in Exhibit A attached hereto.

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

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment to Springfield Housing Authority from account number 041-110-GAST-STRS-2301 in the amount of \$44,000.00 in accordance with the proposed conveyance documents located in the Office of the City Clerk.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 7-2-15

Office of Corporation Counsel / Date

Requested by: Mayor J. Michael Houston

EXHIBIT A

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

For APN/Parcel ID(s): 22-11-0-126-006

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

Commencing at the Northeast corner of the Southwest Quarter of the Northwest Quarter of the aforementioned Section 11, thence North 87 degrees 43 minutes 46 seconds West along the Quarter, Quarter Section line a distance of 5.22 feet to a mag nail marking the true point of beginning, thence South 02 degrees 36 minutes 09 seconds West a distance of 420.32 feet to an iron pipe, thence North 87 degrees 43 minutes 46 seconds West a distance of 253.43 feet to a point, thence North 02 degrees 36 minutes 09 seconds East a distance of 420.32 feet to a mag nail on the Quarter, Quarter Section line, thence South 87 degrees 43 minutes 46 seconds East along said Quarter, Quarter Section line a distance of 253.43 feet to the true point of beginning.

Basis of bearing is North 87 degrees 43 minutes 46 seconds West along the Quarter, Quarter Section line.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Sangamon County, Illinois.

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-47
DATE OF 1ST READING: 7/7/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext 223

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 44,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT FOR PURCHASE OF REAL ESTATE INTEREST BETWEEN THE CITY OF SPRINGFIELD AND THE SPRINGFIELD HOUSING AUTHORITY FOR THE STANFORD AVENUE EXTENSION IN AN AMOUNT NOT TO EXCEED \$44,000.00

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

CONTRACTOR / VENDOR NAME Springfield Housing Authority

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$44,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 44,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

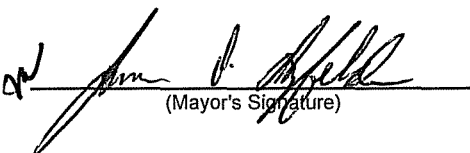
CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of right-of-way in order to construct the Stanford Avenue extension between Fox Bridge Road and Taylor Avenue. The right-of-way is located at 1910 Truman Road, east of the Canadian National railroad tracks.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

9699

AN ORDINANCE AUTHORIZING EXTENSION OF CONTRACT (#CS13-05-21) WITH PRAIRIELAND FS, INC. F/K/A LINCOLN LAND FS, INC. AND AUTHORIZING PAYMENT TO PRAIRIELAND FS, INC. FOR PROVISION OF AUTOMOTIVE FUEL TO THE VARIOUS OFFICES AND DEPARTMENTS OF THE CITY OF SPRINGFIELD

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

WHEREAS, the City Council previously passed ordinance 272-8-12 authorizing Contract #CS13-05-21 with Lincoln Land FS, Inc. to furnish automotive fuel to the various offices and departments of the City of Springfield for a total amount not to exceed \$2,250,000.00 from August 1, 2012, through July 3, 2015; and

WHEREAS, it was necessary to pass ordinance 328-09-12 amending ordinance 272-8-12 to correct the total aggregate amount payable to \$6,750,000.00 under contract CS13-05-21; and

WHEREAS, provisions of Contract #CS13-05-21 authorize annual extensions by mutual agreement of the parties upon approval by the Mayor and City Council; and

WHEREAS, it is in the best interest of the City of Springfield to authorize extension of Contract #CS13-05-21 through July 31, 2016 and authorize payment to Prairieland FS, Inc. f/k/a Lincoln Land FS, Inc..

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

Section 1: That the City Council hereby approves extension of Contract CS13-05-21 through July 31, 2016, and authorizes payment to Prairieland FS, Inc. f/k/a Lincoln Land FS, Inc. to furnish automotive fuel to the various offices and departments of the City of Springfield. The Mayor and City Clerk are authorized to execute any necessary documents to extend Contract #CS13-05-21 through July 31, 2016, on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Prairieland FS, Inc. f/k/a Lincoln Land FS, Inc. from individual department accounts in accordance with the terms of Contract #CS13-05-21.

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

PASSED: _____, 2015

SIGNED: _____, 2015

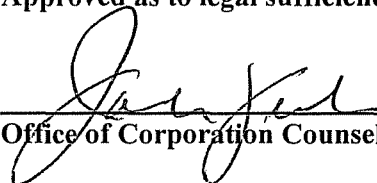
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 7-1-2015
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget&Management

CONTACT PERSON: _____

Diane Runkel

PHONE NUMBER: _____

217-789-2191, ext # 6233EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Contract ExtensionFISCAL IMPACT: NONE

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

SUGGESTED TITLE:

An ordinance authorizing a one year extension for the Automotive Fuel Contract #CS13-05-21 thru 7/31/2016

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

latest ordinance # 272.8.12 / # 328.09.12

extension letters from vendors

CONTRACTOR / VENDOR NAME: PrairieLand FS, Inc.

VENDOR NO: _____

OLIN3060

CONTRACT TERM: One (1) year contract extensionChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$6,750,000.00

0 (Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Contract Extension☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s 272.8.12 / 328.09.12Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: <u>[Signature]</u>	Date: <u>6/26/2015</u>
DIRECTOR / SUPERVISOR SIGNATURE <u>[Signature]</u>	Date: <u>6/26/15</u>
CITY PURCHASING AGENT: <u>[Signature]</u>	Date: <u>6/26/15</u>

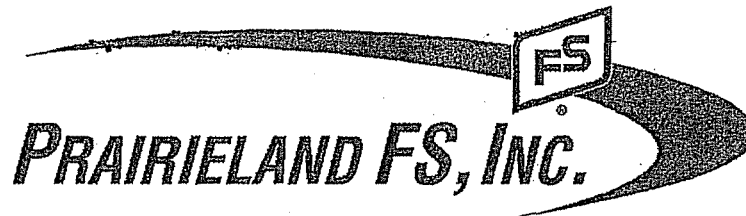
COMMENTS

This contract provides Fuel to all City Departments. The contract has a clause that allows one year additional contract periods upon the mutual consent of both parties. The vendor has agreed to extend this contract until 7/31/2016 under the same terms, conditions and pricing. This ordinance authorizes the one year extension. No Additional Funding is Required as there is money available on Ordinance #272.8.12 / # 328.09.12 due the use of Wex Cards.

SIGN OFF:

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

9684



1132 Veterans Drive • Jacksonville, IL 62650 • Toll-Free: 888-978-7637

June 26, 2015

City, Water, Light and Power
City of Springfield, IL

Dear Mr. McCarty,

It is our intent to extend our fuel contract #CS13-05-21 for the 2015/2016 year with the City of Springfield. The contract will be extended for the same terms and conditions as outlined in the original contract.

If you have any questions concerning this acknowledgement, please contact me at 217-243-6561. I thank you for the opportunity to service your account for another year.

Sincerely,

Tonya Crow
Energy Marketing Manager
PrairieLand FS, Inc.
E-Mail: tcrow@prlfs.com
Cell: 217-370-2140
Office: 217-243-6561

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00 TO, HASSELBERG, GREBE, SNODGRASS, URBAN & WENTWORTH TO DEFEND A LIMITED NUMBER OF WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM MARCH 1, 2014, THROUGH FEBRUARY 29, 2016

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

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

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

WHEREAS, Hasselberg Grebe Snodgrass Urban & Wentworth ("Hasselberg") are willing to defend a limited number of workers' compensation cases from March 1, 2014, through February 29, 2016, for an amount not to exceed \$40,000.00; and

WHEREAS, it is in the best interest of the City to execute an agreement with, and authorize payment in an amount not to exceed \$40,000.00 to, Hasselberg for legal counsel to defend a limited number of Workers' Compensation Claims for the City of Springfield from March 1, 2014, through February 29, 2016; and

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

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

Section 1: That the City Council hereby authorizes execution of an agreement with, and payment in an amount not to exceed \$40,000.00 to, Hasselberg Grebe Snodgrass Urban & Wentworth ("Hasselberg") to defend a limited number of Workers' Compensation Claims for the City of Springfield from March 1, 2014, through February 29, 2016. The Mayor and City Clerk are authorized to execute the agreement necessary to retain Hasselberg's services on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Hasselberg Grebe Snodgrass Urban & Wentworth (VC03892) for a total amount not to exceed \$40,000.00 from account number 074-107-BMGT-WCMP-1217.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

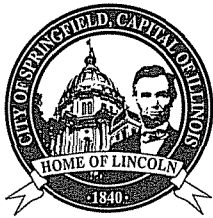
Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Todd Greenburg

FROM: Diane Runkel 

DATE: May 14, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Hasselberg, Grebe, Snodgrass, Urban & Wentworth to defend workers compensation claims in an amount not to exceed \$40,000.00 for the Office of Corporation Counsel.

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

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 217-789-2393

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

TYPE OF ORDINANCE: CONTRACT FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HASSELBERG GREBE SNODGRASS URBAN & WENTWORTH TO DEFEND A LIMITED NUMBER OF WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FROM FEBURARY 1, 2014 THROUGH FEBRUARY 28, 2016, FOR A TOTAL AMOUNT NOT TO EXCEED \$40,000.00

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

CONTRACTOR / VENDOR NAME: Hasselberg Grebe Snodgrass Urban & Wentworth VENDOR NO: VC0000003892

CONTRACT TERM: 2/1/14-2/28/2016 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	1217
2					
3					
4					

FUNDS CHECK BY: Julie Koyfman Date: 5/13/15
DIRECTOR / SUPERVISOR SIGNATURE Jack Sherry Date: 5/12/15
CITY PURCHASING AGENT: Diane L. Runkel Date: 5/14/15

COMMENTS

This ordinance will authorize execution of an agreement with Hasselberg Grebe Snodgrass Urban & Wentworth to defend a limited number of workers' compensation claims for the City from February 1, 2014 through February 28, 2016, for an amount not to exceed \$40,000.00

SIGN OFF: _____

Annual Approp. FY12.xls

(Mayor's Signature)

The information supplied on this form is not confidential information. (Director of OBM)

Revised 5/10/04

9670

**AN ORDINANCE AUTHORIZING PAYMENT TO KIRK JACOBS, AN
OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF
WORKERS' COMPENSATION CLAIM NUMBER 14294E181050**

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, Kirk Jacobs was a security lineman for the Office of Public Utilities on April 4, 2014, and reported an injury to his back and left knee when he slipped in mud while clearing brush at a worksite; and

WHEREAS, Mr. Jacobs initially treated at Prompt Care for strains but due to continued complaints the treating physician ordered an MRI of the left leg which revealed tears in both posterior and anterior horns and recommended surgery; and

WHEREAS, the surgery was performed in June of 2014 and he was able to return to work light duty in July of 2014 and to full duty in August; and

WHEREAS, Mr. Jacobs requested a pro se settlement for claim number 14294E181050 and is willing to settle his claim in the amount of \$23,273.54 representing a permanent partial disability equivalent to 15% loss of use of the leg; and

WHEREAS, CCMSI, the City's third party administrator recommends payment of \$23,273.54 to Mr. Jacobs to settle workers' compensation claim number 14294E181050.

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

Section 1: That the City Council hereby authorizes payment of \$23,273.54 to Kirk Jacobs, an employee with the Office of Public Utilities, to settle workers' compensation claim number 14294E181050 representing a permanent partial disability equivalent to 15% loss of use of a leg. 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 \$23,273.54 to Kirk Jacobs 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 \$23,273.54.

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

PASSED: _____, 2015

SIGNED: _____, 2015

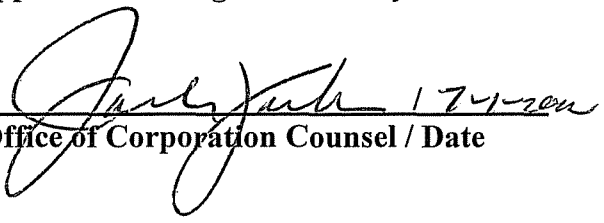
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder



Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

June 16, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Jim Zerkle

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Workers' Comp Settlement - CWLP FISCAL IMPACT: \$23,273.54

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO KIRK JACOBS, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CASE CLAIM NUMBER 14294E181050 (IWCC NUMBER PENDING)

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

CONTRACTOR / VENDOR NAME Kirk Jacobs 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)

Previous Ord #'s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

CWLP REIMBURSEMENT

	Fund	Agency	Org	Activity	Source	Amount
1	074	107	BMGT	WCMP	5002	23,273.54
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$23,273.54
2						

DATE OF HIRE: 09/08/97

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Kirk Jacobs was a security lineman for the Office of Public Utilities, and on April 4, 2014 reported an injury to his back and L knee when he slipped in mud while clearing brush at the worksite. He initially treated at Prompt Care for strains. Due to continued complaints the treating physician ordered an MRI of the left leg which revealed tears in both posterior and anterior horns; surgery was recommended. The surgery was performed in June of 2014 and he was able to return to work light duty in July of 2014, full duty in August. Mr. Jacobs requested a pro se settlement for claim number 14294E181050 (IWCC number pending) and is willing to settle his case in the amount of \$23,273.54 representing a permanent partial disability equivalent to 15% of the leg. CCMSI, the city's third party administrator, recommend payment of \$23,273.54 to Mr. Jacobs to settle workers' compensation case for claim number 14294E181050.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO ROBERT PIPER, A CITY OF
SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS'
COMPENSATION CLAIM FOR CASE NUMBER 14-WC-11578**

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

WHEREAS, Robert Piper was employed as a TDL with the Office of Public Works on March 18, 2014, and reported pain in his right shoulder while lifting a crowd control fence; and

WHEREAS, Mr. Piper treated conservatively and due to continued complaints was sent for an MRI which revealed a supra labral tear; and

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

WHEREAS, Mr. Piper filed a workers' compensation claim and is willing to settle his claim for case number 14-WC-11578 in the amount of \$40,126.80 representing a permanent partial disability equivalent to 12% loss of use of a man as a whole (24% of an arm); and

WHEREAS, CCMSI, the City's third-party administrator, recommends payment of \$40,126.80 to Robert Piper to settle his workers compensation claim for case number 14-WC-11578.

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

Section 1: That the City Council hereby authorizes payment of \$40,126.80 to Robert Piper, an Office of Public Works employee, to settle his workers compensation claim for case number 14-WC-11578 representing a permanent partial disability equivalent to 12% loss of use of a man as a whole (24% of an arm). The Mayor and the City Clerk are hereby authorized to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$40,126.80 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Robert Piper and his attorney John Boshardy.

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

PASSED: _____, 2015

SIGNED: _____, 2015

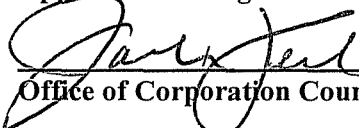
RECORDED: _____, 2015

Mayor 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 2-1-2015

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

June 16, 2015

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Jim Zerkle

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: W/C Settlement

FISCAL IMPACT: \$40,126.80

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO ROBERT PIPER, A CITY OF SPRINGFIELD PUBLIC WORKS EMPLOYEE, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14 WC 11578

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

CONTRACTOR / VENDOR NAME: Robert Piper and attorney John Boshardy

VENDOR NO:

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ 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					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$40,126.80

DATE OF HIRE: 10/15/95

SEPARATION DATE:

COMMENTS

Robert Piper was employed as a TDL with the City of Springfield Department of Public Works on March 18, 2014, and reported pain in right shoulder while lifting a crowd control fence. He treated conservatively and due to continued complaints was sent for an MRI which revealed a supra labral tear. He underwent surgical repair in September of 2014 and was able to return to work full duty in December 2014. Mr. Piper filed a workers' compensation claim and is willing to settle his case in the amount of \$40,126.80 representing a permanent partial disability equivalent to 12% loss of use man as a whole (24% of an arm). CCMSI, the city's third party administrator, recommends payment in the amount of \$40,126.80 to Robert Piper to settle his workers compensation claim for case number 14 WC 11578.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXTENSION OF A CONTRACT WITH,
AND AUTHORIZING PAYMENT OF \$141,000.00 TO, VOYA FINANCIAL
F/K/A ING/RELIASTAR TO PROVIDE LIFE, TERM AND ACCIDENTAL
DEATH AND DISMEMBERMENT INSURANCE FOR CITY EMPLOYEES
THROUGH MARCH 1, 2018, FOR THE OFFICE OF HUMAN RESOURCES**

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

WHEREAS, the City Council previously passed ordinance 164-04-11 authorizing execution of a contract with ING/Reliastar to provide life, term and accidental death and dismemberment insurance for City employees through December 2012; and

WHEREAS, provisions in the agreement authorize extensions by mutual agreement of the parties; and

WHEREAS, the City Council previously passed ordinance 385-11-12 authorizing extension of the contract from January 1, 2013, through December 31, 2015, with a premium rate guarantee through January 1, 2015; and

WHEREAS, the City Council previously passed ordinance 246-7-14 authorizing extension of the contract from January 1, 2013, through January 1, 2016, with a premium rate guarantee through January 1, 2016;

WHEREAS, VOYA Financial f/k/a ING/Reliastar is willing to extend the contract through March 1, 2018, offering the same premium rate guarantee through March 1, 2018, for an amount not to exceed \$141,000.00; and

WHEREAS, it is in the best interest of the City to agree to extend the contract through March 1, 2018, with, and authorize payment in an amount not to exceed \$141,000.00 to, VOYA Financial for life, term and accidental death and dismemberment insurance for City employees; and

WHEREAS, the City Purchasing Agent has made a determination in writing 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.

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

Section 1: That the City Council hereby authorizes extension of a contract with VOYA Financial for provision of life, term and accidental death and dismemberment insurance through March 1, 2018, in an amount not to exceed \$141,000.00. The Mayor and City Clerk are authorized to execute the contract and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$141,000.00 through March 18, 2018, to VOYA Financial

(OREL4486) from account number 074-107-BMGT-HINS-1260 in accordance with the terms of Proposal HR11-09.

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

PASSED: _____, 2015

SIGNED: _____, 2015

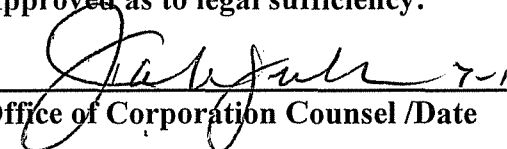
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder _____

 7-1-2015

Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

July 7, 2015

OFFICE REQUESTING: Office of Budget and Management

CONTACT PERSON: Melina Tomaras-Collins/William McCarty

PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No ☒ Yes ☐

If yes, explain justification.

TYPE OF ORDINANCE: Contract Extension

FISCAL IMPACT: \$141,000.00

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

SUGGESTED TITLE:

An ordinance authorizing the extension of 26 months with VOYA Financial to provide Employee Term Life and Accidental Death and Dismemberment insurance January 1, 2016 through March 1, 2018, in an amount no to exceed \$141,000.

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

Ordinance 385-11-12; 246-7-14

CONTRACTOR / VENDOR NAME: Voya Financial (f.k.a ING/Reliastar)

VENDOR NO: 0REL4486

CONTRACT TERM: January 1, 2016 through March 1, 2018

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$212,000

(Original amount if change order)

Change Order #

\$141,000

Additional Amount

Method of Purchase (check one)

Previous Ord #'s 385-11-12; 246-7-14

☐ Low Bid ☒ Other: Extension of Contract Same TermsIs 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
074	107	BMGT	HINS	1260	\$141,000.00

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Pursuant to agreement provisions, this ordinance authorizes a 26 month extension allowed by the original language to continue the same coverage and same premium with Voya Financial January 1, 2016 through March 1, 2018. Contract amount not to exceed \$141,000; cost may fluctuate with headcount.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

C:\Users\KJones\Desktop\Fact Sheet for Voya City Paid Life and AD&D 25000 03012016 thru 02282018.xlsx Fact Sheet for Voya City Paid Life and AD&D 25000 03012016 thru 02282018.xlsx

The information supplied on this form is not confidential information.

Revised 5/26/04

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR
LICENSES BY ONE FOR KERONG CHEN D/B/A HUNAN EXPRESS, 238 S.
DIRKSEN PARKWAY**

WHEREAS, Kerong Chen has applied for a Class "E" liquor license for the business known as Hunan Express located at 238 S. Dirksen Parkway; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" 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

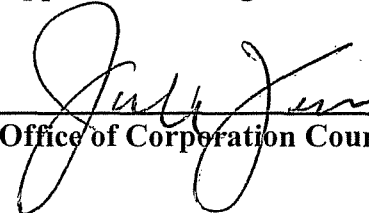
Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:

Liquor Control Commission
Mayor James O. Langfelder

Approved as to legal sufficiency:



Office of Corporation Counsel / Date 7-1-2015

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/15

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: NA

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

SUGGESTED TITLE:

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR KERONG CHEN D/B/A HUNAN EXPRESS, 238 S. DIRKSEN PARKWAY

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is to increase the number of Class "E" liquor licenses by one for Kerong Chen d/b/a Hunan Express, 238 S Dirksen Parkway. A Class "E" license entitles the sale of beer and wine only, by the drink or pitcher, as part of a restaurant business, for consumption on the premises only and this is a 1 a.m. license.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "A" AND
SUBCLASS "2" LIQUOR LICENSES BY ONE EACH AND INCREASE
THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR CATE
& JESS ENTERPRISES, LLC D/B/A TERRA ANDRES SOUTH
AMERICAN CUISINE & ELIXIR MARTINI BAR LOCATED AT 411 E.
WASHINGTON**

WHEREAS, Cate & Jess Enterprises, LLC ("Licensee") currently holds Class "A" and Subclass "2" liquor licenses for the business known as Terra Andes South American Cuisine & Elixir Martini Bar located at 411 East Washington Street; and

WHEREAS, the Licensee desires to relinquish the Class "A" and Subclass "2" liquor licenses and has applied for a Class "D" liquor license; 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 a decrease in the number of Class "A" and Subclass "2" liquor licenses by one and authorizes an increase in the number of Class "D" liquor licenses by one.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:

Approved as to legal sufficiency:

**Liquor Control Commission
Mayor James O. Langfelder**

 7-1-2015

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/15

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: NA

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

SUGGESTED TITLE:

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "A" AND SUBCLASS "2" LIQUOR LICENSES BY ONE AND INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE, FOR CATE & JESS ENTERPRISES, LLC, D/B/A TERRA ANDES SOUTH AMERICAN CUISINE & ELIXIR MARTINI BAR, 411 E. WASHINGTON

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

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

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Cate & Jess Enterprises, LLC ("licensee") d/b/a Terra Andres South American Cuisine & Elixir Martini Bar, currently holds Class "A" and Subclass "2" liquor licenses. The licensee has added a full kitchen and menu to his establishment and is requesting relinquishment of the Class "A" and Subclass "2" liquor licenses and has applied for a Class "D" license. A Class "A" liquor license is a tavern license allowing the sale of alcoholic liquor for onsite consumption from a glass or pitcher until 1 a.m. and the Subclass "2" is an additional license allowing the business to remain open on Friday, Saturday and Sunday mornings until 3 a.m. The Class "D" license allows for onsite consumption only until 1 a.m. as part of a restaurant business.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

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

WHEREAS, Motes of Springfield, Inc. ("Licensee") currently holds a Class "D" liquor license for the business known as The Cedar Pub & Grill located at 3186 South Dirksen Parkway; and

WHEREAS, The Licensee desires to relinquish the Class "D" 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 "D" liquor licenses by one.

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

PASSED: _____, 2015

SIGNED: _____, 2015

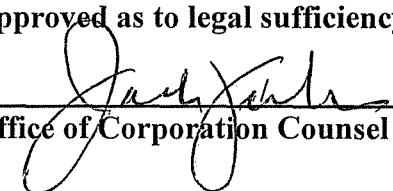
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:
Liquor Control Commission
Mayor James O. Langfelder

Approved as to legal sufficiency:



Office of Corporation Counsel / Date 7-1-2015

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/2015OFFICE REQUESTING: Business LicensingCONTACT PERSON: Todd Oliver, ManagerPHONE NUMBER: 788-8411EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Liquor LicenseFISCAL IMPACT: NA

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

SUGGESTED TITLE:

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

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

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

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Motes of Springfield, Inc. d/b/a The Cedars Pub & Grill ("Licensee"), currently holds a class "D" liquor license for the business located at 3186 South Dirksen Parkway. The licensee does not wish to add liquor sales, therefore is relinquishing its Class "D" license which entitles the sale of alcoholic liquor by the drink or pitcher as part of a restaurant business.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9680

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B"
LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY
TEJALAMIT INC., D/B/A FIVE STAR LIQUOR & TOBACCO LOCATED
AT 1249 TORONTO ROAD**

WHEREAS, Tejalomit Inc. ("Licensee") currently holds a Class "B" liquor license for the business known as Five Star Liquor & Tobacco located at 1249 Toronto Road; and

WHEREAS, the business has closed; 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

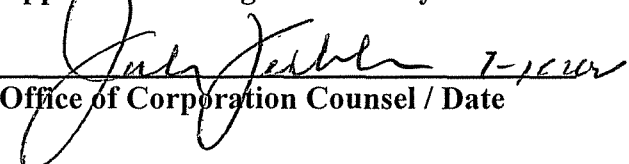
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

REQUESTED BY:
Liquor Control Commission

Approved as to legal sufficiency:


Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/2015OFFICE REQUESTING: Business LicensingCONTACT PERSON: Todd Oliver, ManagerPHONE NUMBER: 788-8411EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Liquor LicenseFISCAL IMPACT: NA

(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 TEJALAMIT INC., D/B/A FIVE STAR LIQUOR & TOBACCO, 1249 TORONTO ROAD, SPRINGFIELD, ILLINOIS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is to decrease the number of Class "B" liquor licenses by one due to the closure of the business by Tejalmit Inc., d/b/a Five Star Liquor & Tobacco, 1249 Toronto Road, Springfield, Illinois. A Class "B" liquor license entitles the sale of alcoholic liquor, in the original package only, for consumption off of the premises until 1 a.m.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "B1" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY HARPER OIL CO. D/B/A THE MARKET ON KOKE MILL, 2550 KOKE MILL ROAD

WHEREAS, Harper Oil Co. currently holds a Class "B1" liquor license for the business known as The Market on Koke Mill; and

WHEREAS, the business has closed; 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 authorizes a decrease in the number of Class "B1" liquor licenses by one.

Section 2: That this ordinance shall take effect 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:

Mayor James O. Langfelder

Approved as to legal sufficiency:

Office of Corporation Counsel / Date

James O. Langfelder 7-1-2015

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 7/7/2015

OFFICE REQUESTING: Business Licensing

CONTACT PERSON: Todd Oliver, Manager

PHONE NUMBER: 788-8411

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

TYPE OF ORDINANCE: Liquor License

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B1" LIQUOR LICENSES BY ONE FOR HARPER OIL CO. D/B/A THE MARKET ON KOKE MILL, 2550 KOKE MILL ROAD, SPRINGFIELD, ILLINOIS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

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

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Harper Oil Co. d/b/a The Market on Koke Mill has closed the business located at 2550 Koke Mill Road. This ordinance with authorize a decrease in the number of class "B1" liquor licenses by one. A "B1" license entitles the sale of alcoholic liquor in the original package only for consumption off premises. This license also allows the sale of beer and wine from 7 a.m. until 10 p.m.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AMENDING CHAPTER 33 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING
SECTIONS 33.500 - 33.502 TO ESTABLISH THE SPRINGFIELD
ECONOMIC DEVELOPMENT COMMISSION**

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

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

WHEREAS, it is in the best interest of the City to amend Chapter 33 by adding Section 33.500 establishing the Springfield Economic Development Commission.

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

Section 1: That the City Council hereby amends Chapter 33 of the 1988 City of Springfield Code of Ordinances, as amended, by adding Section 33.500 as follows:

**ARTICLE XLV. - SPRINGFIELD ECONOMIC DEVELOPMENT COMMISSION
§ 33.500. - Established; membership; terms; vacancies.**

- (a) There is hereby established a Springfield Economic Development Commission. The commission shall be subordinate to the executive assistant to the mayor for the purposes of administrative supervision.
- (b) The commission shall consist of seven members to be appointed by the mayor with the advice and consent of the city council. Of those seven, one shall be from each of the following industries: construction, financial and real estate. One member shall be recommended by the Superintendent of School District 186 and confirmed by the School Board. The remaining three shall be selected at large from residents of Springfield. Initial appointments shall be for staggered terms made by December 1, 2015.
- (c) The terms of office of the members of the commission shall be three years, and commissioners shall continue to serve until they are reappointed and confirmed by the city council, or until their successors are appointed and confirmed by the city council. The mayor may remove any member. No member shall receive compensation as such.
- (d) Vacancies shall be filled in the same manner as original appointments for the remainder of the unexpired term.

Section 2: That the City Council hereby amends Chapter 33 of the 1988 City of Springfield Code of Ordinances, as amended, by adding Section 33.501 as follows:

§ 33.501. - Officers; quorum; special meetings.

Members of the commission shall meet at least monthly. There shall be a chairman of the commission appointed by the mayor from the members of the commission. The commission shall also elect one of the members to serve as secretary who shall keep a record of all resolutions, proceedings, and actions of the commission. Four members of the commission shall constitute a quorum for the transaction of its business. A majority vote of members present shall constitute approval of business before it. Special meetings may

be called by the chairman or by no less than four members of the commission. Any person or his/her duly authorized representative shall be entitled to appear and be heard on any matter before the commission reaches a decision.

Section 3: That the City Council hereby amends Chapter 33 of the 1988 City of Springfield Code of Ordinances, as amended, by adding Section 33.502 as follows:

§ 33.502. - Powers and duties.

Without limiting those powers and duties prescribed by law and ordinance, the Springfield Economic Development Commission shall work with the Director of Economic Development to evaluate Economic Development plans, trends, financing/grant money, T.I.F. districts, T.I.F. funds, and the allocation of those T.I.F. funds. The Commission shall make recommendations to the City Council when requested by the Mayor and/or the Director of Economic Development.

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

Section 5: That this ordinance shall become effective immediately upon its passage and publication in pamphlet form.

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

 7-7-2015

Office of Corporation Counsel / Date

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT TO
EXTEND THE CABLE TELEVISION FRANCHISE AGREEMENT
THROUGH JANUARY 31, 2016, WITH COMCAST OF
ILLINOIS/INDIANA/OHIO LLC**

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 ordinance 180-04-03 the City entered into a Cable Television Franchise Agreement (the "Agreement" or "Franchise") with Insight Communications Midwest LLC d/b/a Insight for a period of 10 years beginning January 1, 2003; and

WHEREAS, said Franchise was subsequently transferred to Comcast of Illinois/Indiana/Ohio LLC ("Comcast"); and

WHEREAS, Comcast formally notified the City of its intention to renew the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984, as amended, and reserved all legal rights of the formal renewal process in the Act while intending to proceed with the "informal" process; and

WHEREAS, the City and Comcast (the "Parties") have been engaged since then in good faith negotiations regarding the terms and conditions of the renewal of the Franchise pursuant to the informal procedures outlined in the federal statutes; and

WHEREAS, the City Council previously passed ordinance 160-5-13 agreeing to extend the Franchise through September 30, 2013; and

WHEREAS, the City Council previously passed ordinance 339-10-13 agreeing to extend the Franchise through June 30, 2014; and

WHEREAS, the City Council previously passed ordinance 245-7-14 agreeing to extend the Franchise through June 30, 2015; and

WHEREAS, the Parties have agreed to extend the Franchise through January 31, 2016; and

WHEREAS, CWLP has built a data transmission high speed cable capability to service its own needs and various Springfield institutions including Springfield School District 186 schools, St. John's Hospital facilities and Memorial Medical facilities.

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

Section 1: That the City Council hereby approves and authorizes execution of an Agreement to Extend the Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio LLC through January 31, 2016. The Mayor and City Clerk are hereby authorized to execute the Agreement and any other documents necessary to effectuate this Agreement on behalf of the City of Springfield.

Section 1.1: That the City Council hereby directs CWLP to pursue opportunities to increase competition in Cable TV and Broadband Services in the Springfield area with interested third party partners. CWLP shall also pursue cost effective opportunities for direct delivery of Cable TV and Broadband Services when feasible. CWLP shall report to the Council on these efforts upon request. CWLP shall also review the feasibility of delivering general user and tourist WIFI capability for the Downtown Springfield area.

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

PASSED: _____, 2015

SIGNED: _____, 2015

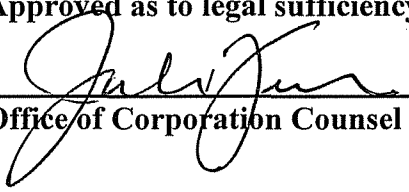
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

 **7-1-2015**
Office of Corporation Counsel / Date

**AN ORDINANCE AMENDING CHAPTER 101, BY ADDING
ARCHEOLOGICAL SITES TO SECTION 101.05(a), OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED**

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

WHEREAS, Chapter 101 of the 1988 City of Springfield Code of Ordinances, as amended, pertains to Historic Sites; and

WHEREAS, Section 101.05(a) provides that the Historic Sites Commission conducts surveys and maintains an inventory of buildings, places, or areas for the purpose of identifying those sites of historic significance; and

WHEREAS, it is in the best interest of the City to include archeological sites to the powers, duties and responsibilities of the Commission.

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

Section 1: That the City Council hereby amends Chapter 101, Section 101.05(a) of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 101.05. Powers, duties, responsibilities

(a) Conduct surveys and maintain an inventory of Springfield buildings, archeological sites places, or areas for the purpose of identifying those sites of historical significance;

(b) – (m) Language shall remain the same.

(Ord. No. 76-2-92, 2-4-92)

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

Section 3: This ordinance shall become effective immediately after its passage and publication in pamphlet form.

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

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

July 7, 2015

OFFICE REQUESTING: Mayor's OfficeCONTACT PERSON: Bonnie DrewPHONE NUMBER: 789-2200EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Amend City CodeFISCAL IMPACT: na

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 101 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING ARCHEOLOGICAL SITES TO SECTION 101.05(a)

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Chapter 101 of the City Code pertains to Historic Sites and it is in the best interest of the City to amend Section 101.05(a) by including archeological sites to the powers, duties and responsibilities of the Historic Sites Commission.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**A RESOLUTION IN SUPPORT OF KEEPING THE ILLINOIS STATE MUSEUM
SYSTEM OPEN**

WHEREAS, the Office of the Governor of the State of Illinois proposed budget cuts including \$4.8 million that would cause the Illinois State Museum System (ISMS) to close in five cities including Springfield; and

WHEREAS, the ISM System has two locations in Springfield including the Illinois State Museum on Spring and Edwards Streets and the Research and Collections Center on 10 ½ Street; and

WHEREAS, last year alone the ISM System brought in \$33-\$36 million statewide in tourism dollars and approximately half, equaling \$17-\$18 million dollars, were spent here in Springfield; and

WHEREAS, in 2014, over 200,000 visitors out of the total 387,000 in the ISM System were visitors to the Springfield facilities and the Illinois State Museum System and the Research and Collections Center welcomed 22,000 school children and 2,000 teachers through their doors; and

WHEREAS, only 5 percent of museums nationwide are accredited through the American Alliance of Museums and The Illinois State Museum System is one of those institutions. Losing the accreditation impacts the collections from which the Museum can borrow for its unique exhibits and results in potential loss in funding sources and donations.

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

Section 1: That the Mayor and the City Council support keeping open The Illinois State Museum System because of the important benefits to the general public and Illinois education system.

Section 2: That the City Clerk shall provide copies of this resolution to the Governor of the State of Illinois and the members of the Illinois General Assembly.

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

PASSED: _____, 2015

SIGNED: _____, 2015

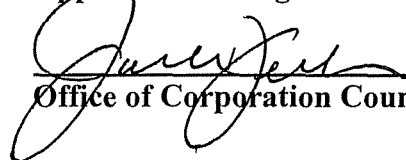
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor James O. Langfelder
Alderman Joe McMenamin

Approved as to legal sufficiency:

 7-2-2015
Office of Corporation Counsel / Date

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE16-03-06 – DALLMAN GAS MAIN EXTENSION WITH
HENSON ROBINSON COMPANY IN AN AMOUNT NOT TO EXCEED \$652,110.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE16-03-06 – Dallman Gas Main Extension, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE16-03-06 was placed, and

WHEREAS, Henson Robinson Company ("Henson Robinson") submitted the low bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE16-03-06.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Henson Robinson for Contract UE16-03-06 – Dallman Gas Main Extension in an amount not to exceed Six Hundred Fifty-Two Thousand One Hundred Ten Dollars and No Cents (\$652,110.00) for the Office of Public Utilities.

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

Section 3. The Payment to Henson Robinson for the total maximum amount of Six Hundred Fifty-Two Thousand One Hundred Ten Dollars and No Cents (\$652,110.00) from Account No. 102-100-CC-C-109-2310 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

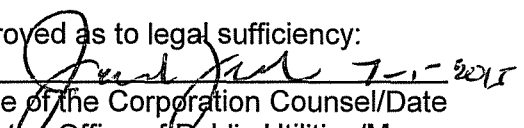
SIGNED: _____

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 REQUEST FORM

Page 1 of 1Date: June 15, 2015ORIGINATOR: Patrick Giacomini *PG*DIVISION HEAD: Doug BrownCONTRACT NO: UE16-03-06

TITLE: An Ordinance Awarding the Dallman Gas Main Extension Contract.

VENDOR NO: To Be Determined

VENDOR NAME: Henson RobinsonAMOUNT: \$652,110

DESCRIPTION AND COMMENTS: See Attached Page

***If this field is not large enough, please attach a separate sheet.*

BID PERIOD: Done

METHOD OF PURCHASE: (CHECK ONE)

☒ LOW BID☐ LOW BID MEETING SPECS☐ LOW EVALUATED BID☐ OTHER:ORDINANCE TOTAL: \$652,110

MATERIAL TOTAL: _____

LABOR TOTAL: _____

RECOMMENDED FILING DATE: July 7, 2016PURCHASING AGENT APPROVAL REQUIRED: YES ☒ NO ☐JUN 19 2015
RECEIVED
CHIEF UTILITIES
ENGINEERENGINEER EST: \$550,000

EXCEPTION COMMENTS:	P.A. SIGNATURE
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1	102	100	CC	C-109	2310
2					
3					
4					
5					
6					

Entry: _____ Budget: PG Purchasing: _____ Ordinance Coord: _____ Admin. Asst.: _____ Director: MO Comptroller: _____

BID TABULATION

CONTRACT UE16-03-06

G202A - Dallman Gas Main Extension

	Henson Robinson Company	Gross Mechanical Contractors	Murphy Company	Hayes Mechanical/Hayes PMC, LLC
	<i>Springfield, IL</i>	<i>St. Louis, Mo</i>	<i>St. Louis, MO</i>	<i>Belleville, IL</i>
BASE BID - INTERIOR PLANT PIPING	\$247,200.00	\$412,600.00	\$281,387.00	\$491,943.00
OPTIONAL BID - UNDERGROUND PLANT PIPING	\$404,910.00	\$470,450.00	\$628,215.00	\$853,294.00
TOTAL CONTRACT PRICE	\$652,110.00	\$883,050.00	\$909,602.00	\$1,345,237.00

ORDINANCE DISCUSSION

Gas Main Extension Contract
Natural Gas Startup Project
Dallman Power Station
June 2015

This Ordinance authorizes the installation of a gas main extension from Unit 4 to Dallman Units 31, 32 and 33. Specifications and drawings have been prepared by Burns and McDonnell Engineering Company of St. Louis, Mo. The low bidder is Henson Robinson, who is located here in Springfield.

This work is necessary in order for Units 31, 32, and 33 to comply with several EPA regulations including the following:

- MATS – Mercury and Air Toxics Standards. The MATS Startup Rule requires that the Electrostatic Precipitator (ESP) be engaged within a one hour after the unit begins to generate power on coal. It also requires startup of the Flue Gas Desulfurization System (FGD) and Selective Catalytic Reduction System (SCR) as expeditiously as possible. This action requires natural gas startup fuel.
- RHR – Regional Haze Rule. The RHR requires that Dallman Units 31 and 32 be capable of Nitric Oxide (NOx) control below an annual limit of 0.11 lb/mmBtu. This action will effectively require natural gas startup fuel by January 1, 2017.
- CAIR – Clean Air Interstate Rule. CAIR requires that Dallman reduce NOx by 12% plant wide. This rule is being replaced by a more stringent rule called the Cross State Air Pollution Control Rule (CSAPR). CSAPR was recently upheld by the U.S. Supreme Court and is being implemented starting in 2015. The U.S. EPA has also proposed a rule to reduce emissions from startups, shutdowns and malfunctions, with which this Natural Gas Startup Project should assist Units 31, 32 and 33 in meeting.

The basic scope of the project consists of replacing existing fuel oil ignitor burners with natural gas ignitor burners from the Original Equipment Manufacturers (OEMs) of each boiler. Fuel oil is currently used during the startup of Units 31, 32 and 33. The use of fuel oil prevents the FGD and ESP air pollution control systems from being placed into service immediately upon initial firing of the unit.

The MATs Startup Rule requires that the ESP be engaged within one hour after the unit begins to generate power on coal and then start the FGD and SCR as expeditiously as possible. Fuel oil startups also delay the engagement of the Selective Catalytic Reduction System (SCR) which increases NOx emissions during startups. With Natural Gas Startup, the ESP, SCR and FGD will all be in service early in the startup process, thereby minimizing emissions to comply with the above EPA regulations.

This contract is part of a series of equipment contracts and construction contracts that will total approximately 10 million dollars. All work is scheduled to be complete by July 1, 2016.

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 07-07-15

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: \$652,110.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE16-03-06

ACCOUNTING INFORMATION: Account No. 102-100-CC-C-109-2310

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Henson Robinson Company CONTRACT AMOUNT: \$ 652,110.00
(Original Amount if Change Order)

CONTRACT TERM: until complete TYPE OF AWARD: Bid Contract: Low Bid

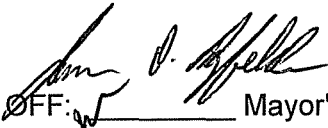
CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0

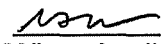
STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a new ordinance for installation of a gas main extension.

This ordinance accepts Contract UE16-03-06 in an amount not to exceed \$652,110.00, with Henson Robinson Company ("Henson Robinson"), for installation of a gas main extension from Unit 4 to Units 31, 32 & 33. The work is necessary in order to complete the conversion to natural gas startup fuel to allow our Flue Gas Desulfurization, Selective Catalytic Reduction and Electrostatic Precipitator Systems to be in operation immediately upon initial firing of each unit, thereby minimizing emissions. The scope of the contract is to install piping to the units.

There were 4 bidders on this contract. Henson Robinson is a local vendor, however the local vendor preference was not needed as they were already the low bidder.

SIGN OFF:  Mayor's Office

 OBM
(When Applicable)

AN ORDINANCE APPROVING A FIVE-YEAR CONTRACT EXTENSION AND AUTHORIZING
ADDITIONAL FUNDING IN THE AMOUNT OF \$2,850,000.00 UNDER CONTRACT
NO. UE11-01 – REMOVAL AND BENEFICIAL USE OF FILTER PLANT LIME MATERIAL WITH OROS &
BUSCH APPLICATION TECHNOLOGIES, INC. FOR A TOTAL AMOUNT PAYABLE OF \$7,600,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 271-07-10 awarded Contract No. UE11-01 to Oros & Busch Application Technologies, Inc. ("Oros & Busch") for five years, in the total amount of \$4,750,000.00 for removal and beneficial use of filter plant lime material, and

WHEREAS, said contract provides for five-year extensions in addition to the original contract term, and

WHEREAS, this ordinance extends said contract to June 30, 2020, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional \$2,850,000.00 payable under the contract, and

WHEREAS, this is the first extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Two Million Eight Hundred Fifty Thousand Dollars and No Cents (\$2,850,000.00) for removal and beneficial use of filter plant lime material, under Contract No. UE11-01, and authorizes a Five-Year Contract Extension to June 30, 2020, by accepting the Letter Offer for Extension, a copy of which shall be on file with the City Clerk.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension.

Section 3. The payment to Oros & Busch for the total maximum amount of Seven Million Six Hundred Thousand Dollars and No Cents (\$7,600,000.00) under Contract No. UE11-01 from Account Nos. 101-100-BB-4392-2305, 102-100-CABC-7703-1232, 102-100-CABC-7707-1232 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

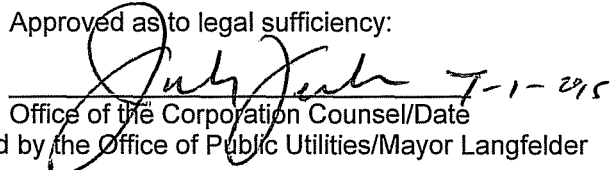
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

Oros & Busch Application Technologies, Inc.
P.O. Box 37
Defiance, MO 63341

(314)651-4673
(618)406-6180

Jeff Hillebrenner
City Water Light & Power
800 East Monroe
Springfield, IL 62757

June 15, 2015

Dear Jeff,

RE: Contract Renewal

Oros & Busch Application Technologies, Inc. would like to renew our current contract for the lime sludge removal from the CWLP lagoons. All existing terms and conditions are acceptable for the renewal.

We greatly appreciate the opportunity to continue our services with City Water Light & Power. If you have any questions, or need any further information from us please feel free to contact me at (314)651-4673.

Sincerely,
Oros & Busch Application Technologies, Inc.

Joe Busch

Joe Busch
President

ORDINANCE REQUEST FORM

Page 1 of 2

ORIGINATOR: Jeff Hillebrenner/Lisa HillDIVISION HEAD: Doug BrownCONTRACT NO: UE-11-01

TITLE: An Ordinance Authorizing an Extension of the Agreement with Oros & Busch Application Technologies, Inc. for Removal and Beneficial Reuse of Filter Plant Lime Material for the Office of Public Utilities.

VENDOR NO: VC0000000311VENDOR NAME: Oros & Busch Application Technologies, Inc.AMOUNT: \$2,850,000.00

DESCRIPTION AND COMMENTS: See Attached.

***If this field is not large enough, please attach a separate sheet.*

BID PERIOD: N/A

METHOD OF PURCHASE: (CHECK ONE)

☐ LOW BID☐ LOW BID MEETING SPECS☒ LOW EVALUATED BID

OTHER: _____

ORDINANCE TOTAL: \$2,850,000.00

MATERIAL TOTAL: _____

LABOR TOTAL: _____

RECOMMENDED FILING DATE: 7/7/2015PURCHASING AGENT APPROVAL REQUIRED: YES ☒ NO ☐ CHIEF UTILITIES

ENGINEER EST: _____

EXCEPTION COMMENTS:	P.A. SIGNATURE
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY: DIRECTOR OR DESIGNEE:	

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1	101	100	BB	4392	2305
2	102	100	CABC	7703	1232
3	102	100	CABC	7707	1232
4					
5					
6					

Entry: _____ Budget: 24 Purchasing: _____ Ordinance Coord: _____ Admin. Asst.: _____ Director: MB Comptroller: _____

OROS & BUSCH ORDINANCE REQUEST

DESCRIPTION

In May of 2010, Contract UE-11-01 for the removal and beneficial reuse of the filter plants lime material was enacted with Oros & Busch. During these past five years they have been taking the material to the Peabody mine #10 site and using it for mine reclamation. Thus far, over 270,000 tons of lime material has been shipped to the mine site.

On June 15, 2015 official notice was received from Oros & Busch of their desire to extend the current agreement with the City of Springfield. Article 9.1 in Addendum II of Contract UE-11-01 provides the option for the extension of this agreement for an additional 5 year period. There will not be a price increase with this extension. The price will remain at \$9.50 per ton, as it has been throughout the first five years of the agreement.

Prior to the execution of this agreement with Oros & Busch in 2010, our only outlet for the reuse of the lime material was to apply it to farm fields as ag lime. The ag lime option proved to be a costlier method for utilizing the lime than our current agreement. Also, the use of the material as ag lime is a seasonal application. Our operating costs to excavate, stockpile and ship the material is much higher than what we currently have with Oros & Busch. We currently ship material year round with just a few interruptions during the winter months.

It is our recommendation that the City agree to extend the agreement with Oros & Busch. The extension will provide the cheapest alternative for continued removal of the filter plant's lime material.

Oros & Busch Application Technologies, Inc.
P.O. Box 37
Defiance, MO 63341

(314)651-4673
(618)406-6180

Jeff Hillebrenner
City Water Light & Power
800 East Monroe
Springfield, IL 62757

June 15, 2015

Dear Jeff,

RE: Contract Renewal

Oros & Busch Application Technologies, Inc. would like to renew our current contract for the lime sludge removal from the CWLP lagoons. All existing terms and conditions are acceptable for the renewal.

We greatly appreciate the opportunity to continue our services with City Water Light & Power. If you have any questions, or need any further information from us please feel free to contact me at (314)651-4673.

Sincerely,
Oros & Busch Application Technologies, Inc.

Joe Busch

Joe Busch
President

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 07-07-15

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: \$ 2,850,000.00

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Contract Extension & Additional Funding

ACCOUNTING INFORMATION: Account Nos. 101-100-BB-4392-2305, 102-100-CABC-7703-1232,
102-100-CABC-7707-1232

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

PRIOR ORDINANCE INFORMATION: Ordinance No. 271-07-10

VENDOR/AWARD INFORMATION

Oros & Busch

CONTRACTOR NAME: Application Technologies, Inc. CONTRACT AMOUNT: \$ 4,750,000.00
(Original Amount if Change Order)

Bid Contract:

CONTRACT TERM: through June 30, 2020 TYPE OF AWARD: Additional Funding

CHANGE IN SCOPE ___ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 2,850,000.00

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 standard contract extension & funding increase ordinance for the removal & beneficial reuse of lime material.

This Ordinance authorizes a contract extension & additional funding in an amount not to exceed \$2,850,000.00 with Oros & Busch Application Technologies, Inc. ("Oros & Busch"). This is the first contract extension.

Ordinance No. 271-07-10 awarded Contract UE11-01 to Oros & Busch for removal & beneficial reuse of the filter plant's lime material in the total amount of \$4,750,000.00 for 5 years. This Ordinance will increase the total amount payable under said contract to \$7,600,000.00, and will extend the contract through June 30, 2020. All other terms of the contract, including the original prices, remain the same.

For the last 5 years, Oros & Busch has been taking the material to the Peabody mine for mine reclamation. Thus far, over 270,000 tons of lime material has been shipped to the mine site. We pay Oros & Busch \$9.50 per ton of lime material. Our only other outlet for the beneficial reuse of the lime material has been application to farm fields. Agricultural lime application has proven to be a costlier method than our current agreement with Oros & Busch.

Oros & Busch is not a local vendor.

SIGN OFF: [Signature] Mayor's Office

[Signature] OBM
(When Applicable)

**AN ORDINANCE APPROVING A RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
WITH SPRINGFIELD TOWNSHIP FOR INSTALLATION OF WATER MAIN ON RIDGEWOOD AVENUE
FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, Ordinance 421-12-14 authorized an intergovernmental agreement with Springfield Township for installation of water main on Ridgewood Avenue under a Community Development Assistance Program Public Infrastructure Construction Grant with the State of Illinois to extend water service to families of low to moderate income along Ridgewood Avenue, and

WHEREAS, the Township has requested that the number of families be reduced from 25 to 12, and the location of water main to be limited to Ridgewood Avenue only instead of Ridgewood Avenue and 32nd Street, and

WHEREAS, this ordinance authorizes a restated & amended agreement to reflect these two changes on the agreement and the exhibits, with all other provisions to remain the same, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the restated and amended intergovernmental cooperation agreement with Springfield Township for water main installation on Ridgewood Avenue.

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

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

PASSED: _____, 2015

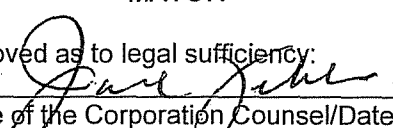
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

**RESTATED AND AMENDED
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
CITY OF SPRINGFIELD AND SPRINGFIELD TOWNSHIP**

WHEREAS, Springfield Township has applied for a Community Development Assistance Program Public Infrastructure Construction Grant with the Illinois Department of Commerce and Economic Opportunity ("DECO") to extend water service to approximately twelve (12) new families of low to moderate income within Springfield Township;

WHEREAS, Springfield Township ("Township") and the City of Springfield, Illinois ("City") agree to cooperate with one another to complete construction on the project;

WHEREAS, the application to the Illinois Department of Commerce and Economic Opportunity requires an Intergovernmental Cooperation Agreement;

WHEREAS, the grant, if approved, would pay for seventy-five percent (75%) of the cost of construction;

WHEREAS, the remaining twenty-five percent (25%) of the cost of construction would need to be met by the affected property owners;

WHEREAS, it is in the best interest of Springfield Township and the City of Springfield that an Intergovernmental Cooperation Agreement be entered for the above improvements;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Intergovernmental Cooperation Agreement, and in other good and valuable consideration, the receipt and sufficiency being acknowledged as sufficient, the parties agree as follows:

1. Incorporation of Recitals. The Parties hereto agree that all of the recitals contained in the preamble of this Intergovernmental Cooperation Agreement are true and correct and are hereby incorporated into this Intergovernmental Cooperation Agreement as though fully set forth in this paragraph.

2. City's Responsibilities. The City shall be responsible for the following:

a. Installation of water main extension along Ridgewood Avenue as more particularly set forth in attached Exhibit A (the "Project").

b. Maintain, or cause to be maintained, all improvements of the Project in a reasonably good state of repair (consistent with reasonable construction and development activity

occurring in the Project area) both during and after construction.

c. Be responsible for restoring the affected area to the same condition that existed prior to construction within a reasonable period of time.

d. Provide water services to the residents of the Project upon completion of construction and application for service by the property owners.

3. Township Responsibilities. Springfield Township shall be responsible for the following, all of which are conditions precedent to construction of the Project:

a. Secure a Community Development Assistance Program Public Infrastructure Construction Grant acceptable to ensure full payment to the City;

b. Provide a copy of the Grant to the City;

c. Secure the twenty-five percent (25%) matching funds;

d. Secure all easements needed by the City for the development of the Project; and

e. Pay the City of Springfield for all Project costs as further described in Exhibit B attached hereto and incorporated herein. Such amounts listed in Exhibit B are estimates only and Township shall pay City for all actual costs incurred in installing the Project.

4. Payment for Eligible Development Expenditures. The Parties agree that in furtherance of the Grant Agreement, requests for payment by the City for eligible Project costs shall be made upon Request for Reimbursement forms submitted from time to time to the designated representative of Springfield Township.

All Requests must be accompanied by verified bills or statements of suppliers, contractors, or professionals. All Project Costs for which a Request for payment is made by City must have been incurred and completed in accordance with all applicable requirements and codes, including design standards prior to reimbursement.

Springfield Township shall approve or disapprove the Request within thirty (30) business days after receipt. If a Request is disapproved by the Springfield Township, the reasons for disallowance shall be set forth in writing and the City may resubmit the Request with such additional information as may be required and the same procedures set forth herein shall apply for such resubmittals.

The parties acknowledge that the determination of Eligible Project Costs and qualifications for reimbursement hereunder are subject to Springfield Township's Agreement with DECO and the applicable laws, rules and regulations of the Act, and all amendments thereto.

both before and after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement.

5. Annexation. Owners of the properties involved in the Project shall not have to annex to the City as a condition of them securing water from the City of Springfield.

6. Successors and Assigns. This Contract shall be binding on and shall inure to the benefit of the parties named, herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

7. Certificate of Completion. Promptly after completion of the Project, the City shall provide to Springfield Township a Certificate of Final Completion executed by the City certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. If the Springfield Township disputes the sufficiency or accuracy of the Certificate of Final Completion, the Springfield Township shall, within thirty (30) days after receipt of such request for the Certificate, provide the City with a written statement indicating in what respects the City has failed to perform in accordance with the provisions of this Agreement.

8. City will install the water main and set the meter pit and meters within the property owner's boundaries. The Property Owners are responsible for hiring licensed plumbers to disconnect from the well and to connect the owner's service line to the City's meter pit. All meter pits must be a minimum of twenty-five (25) feet from any septic system tank or piping in accordance with 653.119 from JCAR (Title 35, Subtitle F, Chapter II, Part 653.119).

9. Waiver. Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

10. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as if the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage

prepaid, addressed as follows:

To City of Springfield:

City of Springfield, Illinois
800 E. Monroe, 4th Floor
Springfield, IL 62757
ATTN: Water Division Manager

To Springfield Township:

Springfield Township
3298 Terminal Avenue
Springfield, IL 62702
Attn: Gary Budd, Supervisor

12. No Discrimination-Construction. Springfield Township and the City for itself and its successors and assigns agree that in the construction of the improvements to the Project, Springfield Township and the City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Springfield Township and the City shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Springfield Township and the City agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause.

13. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

Springfield Township

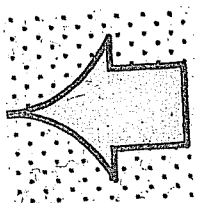
By: _____
Supervisor

Attest: _____
Township Clerk

City of Springfield, Illinois

By: _____

Attest: _____



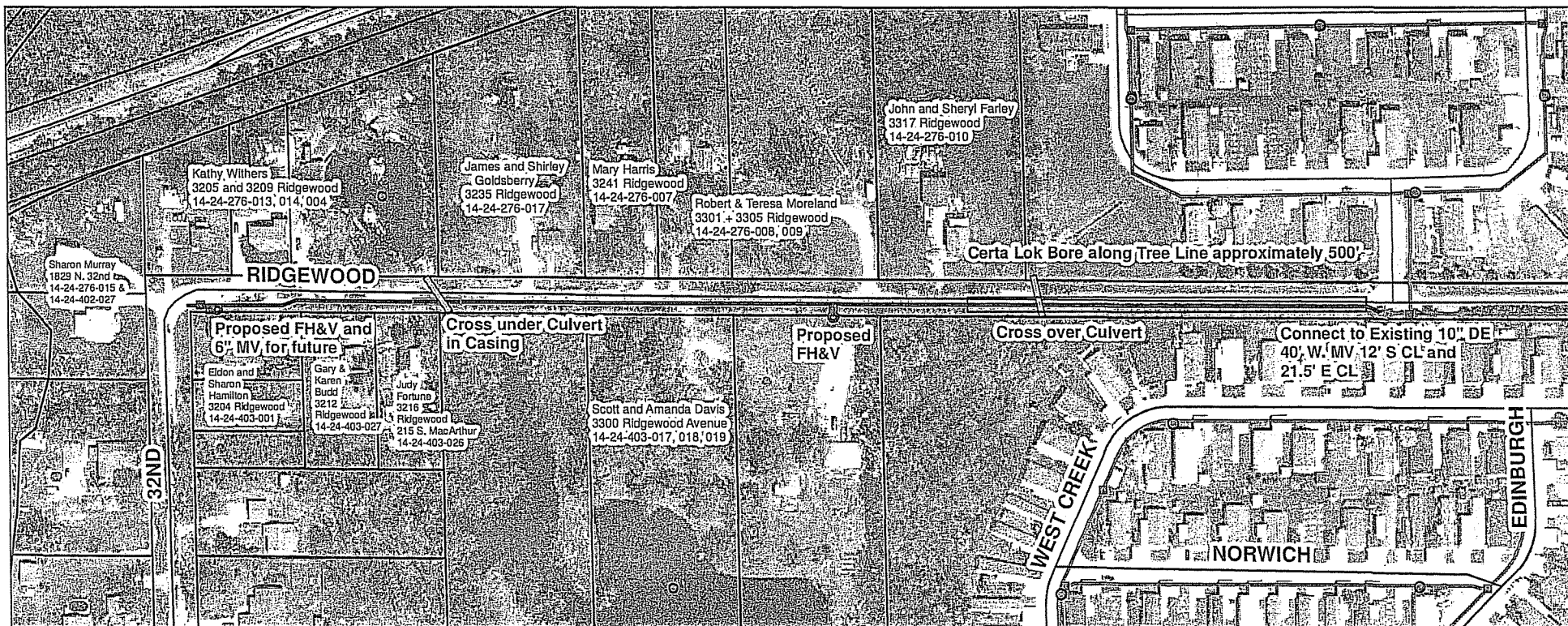


EXHIBIT A

Ridgewood Proposed 6" Water
Main Extension - 1" = 200'
June 11, 2015

0 50 100 200
Feet



Ridgewood Only - 6" Main Extension West from Mobile Home Park

Stock Number	Mains & Materials	Unit	# of Units	Unit Price	Total Price
W4608060	6" Fastite Pipe (1640'-500'))	Pc	57	325.00	18,525.00
	Polywrap	Ft	1640	1.00	1,640.00
N/A	Certa lok bore	Ft	500	50.00	25,000.00
W0106600	6" Adapter	Ea	1	90.00	90.00
W5303104	10"x 6" Reducer	Ea	1	85.00	85.00
W5708100	10" meg a lug	Ea	2	75.00	150.00
W5708006	6" Meg a lug	Ea	4	40.00	160.00
N/A	6" Misc Fittings as needed	Ls	1	300.00	300.00
W3210006	6" Accessory Gland Packs	Ea	10	20.00	200.00
W0306451	6"x 45° Bend mj x mj	Ea	4	60.00	240.00
W7509060	6" Valve	Ea	1	500.00	500.00
W0106600	6" Adapter	Ea	1	90.00	90.00
	10" plastic pipe for casing	pc	1	300.00	300.00
	Easements where needed	LS	1	250.00	250.00
	Creek Crossings	Ea	1	1,500.00	1,500.00
	Drive Crossings/Repairs	Ea	5	500.00	2,500.00
	Labor/Equipment	hr	44	475.00	20,900.00
	Sub-Total				72,430.00
Stock Number	Hydrants	Unit	# of Units	Unit Price	Total Price
W6855060	6"x 6" Anchoring Tee	Ea	2	135.00	270.00
W7509060	6" Valve	Ea	2	500.00	1,000.00
W0106600	6" Adapter	Ea	2	90.00	180.00
W3307031	4' bury Hydrant	Ea	2	1,200.00	2,400.00
W3210006	6" Accessory Gland Packs	Ea	4	20.00	80.00
W0802564	Long Valve Box	Ea	2	65.00	130.00
	Blocking	Ls	1	100.00	100.00
	Labor/Equipment	Hr	4	475.00	1,900.00
	Sub-Total				6,060.00
	Domestic Services 3/4" or 1"	Ea	12	1,200.00	14,400.00
	Total				92,890.00
	5% Engineering				\$4,644.50
	Total				\$97,534.50
Estimated by: Lori Cox			Revised: June 23, 2015		

ORDINANCE REQUEST FORM

PAGE 1 OF 1

No. _____

ORIGINATOR: Ted Meckes TM
 DIVISION HEAD: Ted Meckes
 CONTRACT NO: N/A

DATE: 6/23/15

TITLE: AN ORDINANCE AUTHORIZING A RESTATED & AMENDED INTERGOVERNMENTAL AGREEMENT WITH SPRINGFIELD TOWNSHIP FOR INSTALLATION OF WATER MAIN ON RIDGEWOOD AVENUE, FOR THE OFFICE OF PUBLIC UTILITIES

VENDOR NO: _____ VENDOR NAME: Springfield Township AMOUNT: \$N/A

DESCRIPTION AND COMMENTS: (IF MORE THAN ONE, USE ATTACHED SHEETS AND NOTE AT TOP OF PAGE)

This ordinance authorizes a Restated & Amended Intergovernmental Agreement with Springfield Township. Ord. 421-12-14 authorized an agreement with Springfield Township for installation of water main on Ridgewood Ave to serve 25 families on Ridgewood Ave & 32nd St. Springfield Township has requested that the scope of the project be reduced to 12 families & main installation limited to Ridgewood Ave.

BID PERIOD: _____

METHOD OF PURCHASE: (CIRCLE ONE)

ORDINANCE TOTAL: \$n/a

LOW BID LOW BID MEETING SPECS

RECOMMENDED FILING DATE:

LOW EVALUATED BID

CHIEF UTILITIES MATERIALS TOTAL: _____

7/7/15

OTHER: restated & amended agreement

ENGINEER

LABOR TOTAL: _____

PURCHASING AGENT APPROVAL REQUIRED YES ☐ NO ☒

ENGINEER EST: _____

EXCEPTION COMMENTS:	P.A. SIGNATURE:
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.					
2.					
3.					
4.					

ENTRY: _____ BUDGET: _____ PURCHASING: _____ ORDINANCE CORD: _____ ADMIN. ASST: _____ DIRECTOR: MB COMPTROLLER: _____

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 07-07-15

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$none BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Restated & Amended Intergovernmental Agreement

ACCOUNTING INFORMATION:

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

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Springfield Township CONTRACT AMOUNT: \$
(Original Amount if Change Order)

CONTRACT TERM: _____ TYPE OF AWARD: Intergovernmental Agreement

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

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

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

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

This is an ordinance authorizing a restated & amended intergovernmental agreement with Springfield Township.

Ord. 421-12-14 authorized an intergovernmental agreement with Springfield Township for installation of water main on Ridgewood Avenue under a Community Development Assistance Program Public Infrastructure Construction Grant with the State of Illinois to extend water service to families of low to moderate income along Ridgewood Avenue & 32nd Street. The Township has requested that the number of families be reduced from 25 to 12, and the location of water main to be limited to Ridgewood Avenue only instead of Ridgewood Avenue & 32nd Street.

This ordinance authorizes a restated & amended agreement to reflect these 2 changes on the agreement and the exhibits, with all other provisions to remain the same.

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

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

**AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE16-05-20 – INSTALLATION OF ASH CONTROL EQUIPMENT FOR UNIT 31 AND 32 SCR
SYSTEMS WITH HAYES-PMC, LLC IN AN AMOUNT NOT TO EXCEED \$448,101.45
FOR THE OFFICE OF PUBLIC UTILITIES**

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE16-05-20 – Installation of Ash Control Equipment for Unit 31 & 32 SCR Systems, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE16-05-20 was placed, and

WHEREAS, Hayes-PMC, LLC ("Hayes") submitted the low bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE16-05-20.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Hayes for Contract UE16-05-20 – Installation of Ash Control Equipment for Unit 31 & 32 SCR Systems in an amount not to exceed Four Hundred Forty-Eight Thousand One Hundred One Dollars and Forty-Five Cents (\$448,101.45) for the Office of Public Utilities.

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

Section 3. The Payment to Hayes for the total maximum amount of Four Hundred Forty-Eight Thousand One Hundred One Dollars and Forty-Five Cents (\$448,101.45) from Account No. 102-100-CAM-8017-1205 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

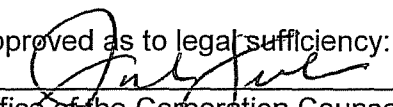
SIGNED: _____

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

No. _____

ORDINANCE REQUEST FORM

Page 1 of 1

ORIGINATOR: David Carron/Lisa HillDIVISION HEAD: Doug BrownCONTRACT NO: UE16-05-20Date: June 25, 2015

TITLE: An ordinance accepting bids for the installation of Ash Control Equipment for Unit 31 and 32 SCR systems.

VENDOR NO: VC0000003842VENDOR NAME: Hayes-PMC, LLC.AMOUNT: \$448,101.45

DESCRIPTION AND COMMENTS: Providing the sustainable future of units 31 and 32 a new ash control system shall be installed in the SCR systems. This ordinance will provide proper installation of control equipment to direct compressed air to the Ash Sweepers and Sonic Horns. It will also provide the correct installation of the Ash Sweepers and Sonic Horns allowing them to function at their optimum ability.

**If this field is not large enough, please attach a separate sheet.

BID PERIOD: N/A

METHOD OF PURCHASE: (CHECK ONE)

☐ LOW BID☐ LOW BID MEETING SPECS☒ LOW EVALUATED BID

OTHER: _____

ORDINANCE TOTAL: \$448,101.45

MATERIAL TOTAL: _____

LABOR TOTAL: \$448,101.45

ENGINEER EST: _____

RECOMMENDED FILING DATE: _____

PURCHASING AGENT APPROVAL REQUIRED: YES ☒ NO ☐

EXCEPTION COMMENTS:	P.A. SIGNATURE
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1	102	100	CAM	8017	1205
2					
3					
4					
5					
6					

Entry: _____ Budget: _____ Purchasing: _____ Ordinance Coord: _____ Admin. Asst.: _____ Director: MB Comptroller: _____

ORDINANCE REQUEST FORM

No. _____

Date: June 25, 2015

Page 1 of 1

ORIGINATOR: David Carron/Lisa Hill

DIVISION HEAD: Doug Brown

CONTRACT NO: UE16-05-20

TITLE: An ordinance accepting bids for the installation of Ash Control Equipment for Unit 31 and 32 SCR systems.

VENDOR NO: VC0000003842

VENDOR NAME: Hayes PMC, LLC.

AMOUNT: \$448,101.45

DESCRIPTION AND COMMENTS: Providing the sustainable future of units 31 and 32 a new ash control system shall be installed in the SCR systems. This ordinance will provide proper installation of control equipment to direct compressed air to the Ash Sweepers and Sonic Horns. It will also provide the correct installation of the Ash Sweepers and Sonic Horns allowing them to function at their optimum ability.

***If this field is not large enough, please attach a separate sheet.*

BID PERIOD: N/A

METHOD OF PURCHASE: (CHECK ONE)

☐ LOW BID

☐ LOW BID MEETING SPECS

☒ LOW EVALUATED BID

OTHER: _____

ORDINANCE TOTAL: \$448,101.45

MATERIAL TOTAL: _____

LABOR TOTAL: \$448,101.45

RECOMMENDED FILING DATE: _____

PURCHASING AGENT APPROVAL REQUIRED: YES ☒ NO ☐

ENGINEER EST: _____

EXCEPTION COMMENTS:	P.A. SIGNATURE
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1	102	100	CAM	8017	1205
2					
3					
4					
5					
6					

Entry: _____ Budget: [Signature] Purchasing: _____ Ordinance Coord: _____ Admin. Asst.: _____ Director: _____ Comptroller: _____

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



LLC FILE DETAIL REPORT

Entity Name	HAYES-PMC LLC	File Number	00042811
Status	ACTIVE	On	09/30/2014
Entity Type	LLC	Type of LLC	Domestic
File Date	09/25/1995	Jurisdiction	IL
Agent Name	TERRY ANCEL	Agent Change Date	08/26/2011
Agent Street Address	201 TOWER PLAZA	Principal Office	201 TOWER PLZ BELLEVILLE, IL 62220
Agent City	BELLEVILLE	Management Type	MBR View
Agent Zip	62220	Duration	12/31/2015
Annual Report Filing Date	09/30/2014	For Year	2014
Old LLC Name	02/27/2013 - POWER MAINTENANCE AND CONSTRUCTORS, L.L.C.		
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 07-07-15

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: \$448,101.45 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE16-05-20

ACCOUNTING INFORMATION: Account No. 102-100-CAM-8017-1205

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Hayes-PMC, LLC CONTRACT AMOUNT: \$ 448,101.45
(Original Amount if Change Order)

CONTRACT TERM: until complete TYPE OF AWARD: Bid Contract: Low Bid

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0

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

This is a standard ordinance for installation of ash control equipment.

This ordinance accepts Contract UE16-05-20 in an amount not to exceed \$448,101.45, with Hayes-PMC, LLC ("Hayes"), for installation of ash control equipment for Unit 31 & 32 SCR systems. Hayes will install control equipment to direct compressed air to the ash sweepers and sonic horns. Hayes will also install the ash sweepers and sonic horns allowing them to function at their optimum ability.

There were 2 bidders on this contract. Hayes is not a local vendor. Henson Robinson Company was the other bidder & they are a local vendor. However, even with the 5% local vendor preference applied, Hayes was still the lowest bid.

SIGN OFF: [Signature] Mayor's Office

[Signature] OBM
(When Applicable)

AN ORDINANCE APPROVING AN APPLICATION FOR WATER SERVICE OUTSIDE THE CITY OF
SPRINGFIELD FOR THE PROPERTY LOCATED AT 3340 SOUTH SIXTH STREET ROAD
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield, Illinois, 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 Council of the City of Springfield, Illinois, previously adopted Resolution No. 87-96 which provides for certain municipal policies with regard to water main extensions and water taps outside the corporate limits of the City of Springfield, and

WHEREAS, Southfield Mall, LLC has made application to the City of Springfield for water service to their strip mall currently being constructed at 3340 South Sixth Street Road, and

WHEREAS, the building to be served by water is located in the limits of the Village of Southern View and annexation will not be pursued, and

WHEREAS, the City Council has reviewed said Application and considered the recommendation of officials of the Water Department, and

WHEREAS, the City Council has further considered said Application in accordance with the municipal policies of the City of Springfield as set forth in Resolution 87-96, and

WHEREAS, it is in the best interest of the City of Springfield to accept the attached application.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the attached Springfield City Water Service Application of Southfield Mall, LLC for water service at 3340 South Sixth Street Road.

Section 2. This Application would not violate the municipal policies of the City of Springfield, as expressed in Resolution No. 87-96.

Section 3. The Mayor and the City Clerk are hereby authorized to execute this Ordinance and any other necessary documents on behalf of the City.

Section 4. The City Clerk is hereby directed to file this Ordinance and Application with the Office of Recorder of Deeds of Sangamon County, Illinois.

Section 5. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2015

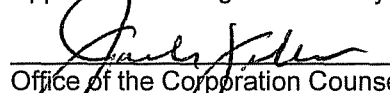
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 7-1-2015
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

WORKSHEET FOR CERTIFICATIONS AND RECOMMENDATIONS
OF THE WATER DEPARTMENT (NOT INTENDED TO BE RECORDED
BUT INTENDED TO BE DISTRIBUTED TO ALL MEMBERS OF THE
CITY COUNCIL WITH COPIES OF THE APPLICATION)

SOUTHFIELD MALL, LLC

Owner of the property located outside the corporate limits of the City of Springfield, at the following address,
who has petitioned the City of Springfield, for water service to the property commonly known as:

3340 SOUTH SIXTH STREET ROAD

I recommend that this application for water service outside the corporate limits be granted because, in
my opinion, it comes within exception No. 3(b) of this Council's Resolution No. 87-96.

In support of my recommendation, I give you the following information:

1. The number of lots, or units of ownership between this property and the nearest corporate limits is
NOT APPLICABLE.
2. This property fronts on the WEST SIDE OF SOUTH OF THE SOUTH SIXTH STREET
FRONTAGE ROAD and is approximately 0 North of Flora Street.
3. The nearest point of the Corporate City Limits of the City of Springfield to this property is **NOT
APPLICABLE.**
4. This property is within the following incorporated City or Village: SOUTHERN VIEW. If in an
unincorporated area, indicate Township: N/A.
5. Indicate the size of the water main in front of or adjacent to the property: **This property has
frontage on a 10" water main along South Sixth Street Road. The owners will be responsible for
the actual time and materials cost of a long 2" water service, with a deposit of \$5000.00.**

I hereby certify that I made my inspection of the aforesaid property in May 2015; and that to the best
of my knowledge and information, the answers herein are true and correct. My recommendation is
based solely upon said investigation as based upon requirements set forth in said Resolution No. 87-
96.



Lori Cox
Engineer Tech V

Date: May 27, 2015

SPRINGFIELD CITY
WATER SERVICE
APPLICATION/RESOLUTION

RESOLUTION # _____

RETURN TO:

City Clerk's Office
Municipal Center West
300 South Seventh Street
Springfield, Illinois 62701

Do Not Write In This Space
(FOR RECORDER USE ONLY)

Application to Springfield City Council for water service outside its corporate limits under Resolution No: 87-96; and Agreement that if application is granted, it becomes a contract, with covenants running with land; and Resolution.

NOW COMES (Applicant Name(s)):

Southfield Mall LLC

Of the following address(es):

1309 S. 9th St.

And telephone number(s):

217-670-0577

owners of the Property outside the corporate limits of the City of Springfield commonly known by the following

address:

3340 S. Sixth Street Rd

and legally described as follows:

see attached

and having the following Tax Identification Number(s): 22-15-106-015 and 020
and petitions the City of Springfield for an extension of Municipal water service to serve a (circle one)
Single Family Residence, Duplex, Multi-Unit Apartment, Commercial Building, Industrial Building on
the above described property.

This application for water service is requested for development of the above described real estate as permitted under Section 2 or as an exception permitted under section 3 of Resolution No. 87-96, adopted by the Springfield City Council October 1, 1996, entitled, "A Resolution Regarding the Provision of Water Services Outside the Corporate Limits of the City of Springfield, Illinois" which Resolution thereafter was recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 96-41779.

Applicant(s) further covenant and agree that this application constitutes and amounts to an offer to contract and that in the event the Springfield City Council should hereafter adopt a Resolution granting this application for extension of water services outside its corporate limits, said Resolution No. 87-96 ipsofacto, shall constitute and be, without further act, an irrevocable contract between the City of Springfield and the Applicant(s), their Grantees, Executors, Administrators, Succesors and Assigns, and the covenants set forth in section 6B of said Resolution No. 87-96 shall be covenants running with the land above described binding upon the Applicant(s), their Devisees, Heirs, Executors, Administrators, Successors, and Assigns.

We further covenant and agree that the filing fee of \$50.00 paid to the City of Springfield for processing this application and inspecting said premises is not refundable whether this application is accepted or rejected.

We further covenant and agree that if this application is denied all statements, covenants, and conditions made herein are null and void, and neither this application nor the Resolution rejecting it, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois; but in the event this application is approved, it and the Resolution approving the same thereupon shall be filed of record in said Office of the Recorder of Deeds of Sangamon County, Illinois.

We further covenant and agree that we have read and understand all provisions of the Resolution No. 87-96; and that all of the statements made herein are accepted and agreed to by us.

Signatures: _____

Steven L. Malford (manager)

STATE OF ILLINOIS

)

) SS

COUNTY OF SANGAMON

)

I, Lori Lynn Cox, a Notary Public in and for said County and State
aforesaid, do hereby certify that Steven L. Malford personally known to me
to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day
in person and acknowledged that he executed the foregoing instrument as his free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of May, 2015.

[Signature] (SEAL)

NOTARY PUBLIC



ORDINANCE REQUEST FORM

PAGE 1 OF 1

ORIGINATOR: Mike Johnson

DIVISION HEAD: Ted Meckes

CONTRACT NO: _____

TITLE: _____

No. _____

DATE: 6/15/15

AN ORDINANCE APPROVING THE APPLICATION FOR WATER SERVICE OUTSIDE THE CITY AS SUBMITTED BY SOUTHFIELD MALL, LLC FOR THE COMMERCIAL DEVELOPMENT AT 3340 SOUTH SIXTH STREET ROAD IN SOUTHERNVIEW.

DESCRIPTION AND COMMENTS:

CWLP Water Engineering has reviewed the following application for Water Service Outside the City and recommends approval.

Southfield Mall, LLC is requesting water service to their strip mall being built at 3340 South Sixth Street Road. This property currently has frontage on a ten-inch water main along South Sixth Street Road (east side of building); therefore, this application falls under Exception 3(b) of Council Resolution #87-96.

The proposed building is within the limits of the Village of Southern View and annexation will not be pursued; however Council permission is required for any non-single family home service request within the Village. Southfield Mall, LLC will be required to pay for a new 2" service tap to be installed near the northeast corner of the new building. This work will be done on a time and material basis with a deposit of \$5,000.

BID PERIOD: _____

METHOD OF PURCHASE: (CIRCLE ONE)

LOW BID LOW BID MEETING SPECS

LOW EVALUATED BID

OTHER: _____

ORDINANCE TOTAL: _____

RECOMMENDED FILING DATE: _____

MATERIAL TOTAL: _____

PURCHASING AGENT APPROVAL REQUIRED YES _____ NO X ENGINEER

CHIEF UTILITIES LABOR TOTAL: _____

ENGINEER EST: _____

EXCEPTION COMMENTS:	P.A. SIGNATURE:
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.					
2.					
3.					
4.					

ENTRY: _____ BUDGET: _____ PURCHASING: _____ ORDINANCE CORD: _____ ADMIN. ASST: _____ DIRECTOR: MB COMPTROLLER: _____

WORKSHEET FOR CERTIFICATIONS AND RECOMMENDATIONS
OF THE WATER DEPARTMENT (NOT INTENDED TO BE RECORDED
BUT INTENDED TO BE DISTRIBUTED TO ALL MEMBERS OF THE
CITY COUNCIL WITH COPIES OF THE APPLICATION)

SOUTHFIELD MALL, LLC

Owner of the property located outside the corporate limits of the City of Springfield, at the following address, who has petitioned the City of Springfield, for water service to the property commonly known as:

3340 SOUTH SIXTH STREET ROAD

I recommend that this application for water service outside the corporate limits be granted because, in my opinion, it comes within exception No. 3(b) of this Council's Resolution No. 87-96.

In support of my recommendation, I give you the following information:

1. The number of lots, or units of ownership between this property and the nearest corporate limits is **NOT APPLICABLE.**
2. This property fronts on the **WEST SIDE OF SOUTH OF THE SOUTH SIXTH STREET FRONTAGE ROAD and is approximately 0 North of Flora Street.**
3. The nearest point of the Corporate City Limits of the City of Springfield to this property is **NOT APPLICABLE.**
4. This property is within the following incorporated City or Village: SOUTHERN VIEW. If in an unincorporated area, indicate Township: N/A.
5. Indicate the size of the water main in front of or adjacent to the property: **This property has frontage on a 10" water main along South Sixth Street Road. The owners will be responsible for the actual time and materials cost of a long 2" water service, with a deposit of \$5000.00.**

I hereby certify that I made my inspection of the aforesaid property in May 2015; and that to the best of my knowledge and information, the answers herein are true and correct. My recommendation is based solely upon said investigation as based upon requirements set forth in said Resolution No. 87-96.



Lori Cox
Engineer Tech V

Date: May 27, 2015

SPRINGFIELD CITY
WATER SERVICE
APPLICATION/RESOLUTION

RESOLUTION # _____

RETURN TO:

City Clerk's Office
Municipal Center West
300 South Seventh Street
Springfield, Illinois 62701

Do Not Write In This Space
(FOR RECORDER USE ONLY)

Application to Springfield City Council for water service outside its corporate limits under Resolution No: 87-96; and Agreement that if application is granted, it becomes a contract, with covenants running with land; and Resolution.

NOW COMES (Applicant Name(s)):

Southfield Mall LLC

Of the following address(es):

1309 S. 9th St.

And telephone number(s):

217-670-0577

owners of the Property outside the corporate limits of the City of Springfield commonly known by the following

address:

3340 S. Sixth Street Rd

and legally described as follows:

see attached

and having the following Tax Identification Number(s):

22-15-106-015 and 020

and petitions the City of Springfield for an extension of Municipal water service to serve a (circle one) **Single Family Residence, Duplex, Multi-Unit Apartment, Commercial Building, Industrial Building** on the above described property.

This application for water service is requested for development of the above described real estate as permitted under Section 2 or as an exception permitted under section 3 of Resolution No. 87-96, adopted by the Springfield City Council October 1, 1996, entitled, "A Resolution Regarding the Provision of Water Services Outside the Corporate Limits of the City of Springfield, Illinois" which Resolution thereafter was recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 96-41779.

Applicant(s) further covenant and agree that this application constitutes and amounts to an offer to contract and that in the event the Springfield City Council should hereafter adopt a Resolution granting this application for extension of water services outside its corporate limits, said Resolution No. 87-96 ipsofacto, shall constitute and be, without further act, an irrevocable contract between the City of Springfield and the Applicant(s), their Grantees, Executors, Administrators, Succesors and Assigns, and the covenants set forth in section 6B of said Resolution No. 87-96 shall be covenants running with the land above described binding upon the Applicant(s), their Devisees, Heirs, Executors, Administrators, Successors, and Assigns.

We further covenant and agree that the filing fee of \$50.00 paid to the City of Springfield for processing this application and inspecting said premises is not refundable whether this application is accepted or rejected.

We further covenant and agree that if this application is denied all statements, covenants, and conditions made herein are null and void, and neither this application nor the Resolution rejecting it, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois; but in the event this application is approved, it and the Resolution approving the same thereupon shall be filed of record in said Office of the Recorder of Deeds of Sangamon County, Illinois.

We further covenant and agree that we have read and understand all provisions of the Resolution No. 87-96; and that all of the statements made herein are accepted and agreed to by us.

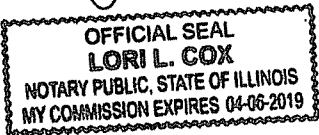
Signatures: Steven L. Malford (manager)

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, Lori Lynn Cox, a Notary Public in and for said County and State
aforesaid, do hereby certify that Steven L. Malford personally known to me
to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day
in person and acknowledged that he executed the foregoing instrument as his free
and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of May, 2015.

Lori L. Cox (SEAL)
NOTARY PUBLIC



A RESOLUTION REGARDING THE
PROVISION OF WATER SERVICES OUTSIDE THE
CORPORATE LIMITS OF THE
CITY OF SPRINGFIELD, ILLINOIS

RES NO. 87-96

WHEREAS, by Resolution No. 78-8-55, adopted August 2, 1955, as amended by Resolution 1-1-64, adopted January 7, 1964, Resolution 17-2-68, adopted February 6, 1968, and Resolution 83-83 adopted November 15, 1983, as amended by Resolution 158-89, adopted December 5, 1989 this Council announced certain municipal policies regarding extensions of water mains and water taps outside the Springfield corporate limits;

WHEREAS, the purposes of said Resolutions and the purpose of this Resolution are to preserve water resources of the City of Springfield for its residents and further to encourage the metropolitan area of Springfield to consolidate itself municipally so as to better solve metropolitan problems.

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

Section 1. CONSTRUCTION. It is the purpose of this Resolution to provide delineation of the City of Springfield's policies concerning extension of water services outside its corporate limits. The exceptions referred to in Section 3 hereafter are to be construed strictly as unusual conditions which may in the sole discretion of the Council

Resolution provided developer/owner agrees to impose covenants running with the land consistent with Section 6(B) of this Resolution which covenants shall be included on the developers/owners final plat. Subsequent lot or parcel owners shall not be required to file applications pursuant to this Resolution but may directly apply to the City utility for water service; or

(e) if such extension is to provide for the development of or service to new or existing lots, tracts, buildings, or subdivisions where such an extension would be an orderly expansion of the City's distribution network. For each of these types of extensions, the developer/owner shall be required to make application for water service under the procedures established by this Resolution provided developer/owner agrees to impose covenants running with the land consistent with Section 6(B) of this Resolution. For new developments, these covenants shall be included on the developer's/owner's final plat. Subsequent lot or parcel owners shall not be required to file applications pursuant to this Resolution but may directly apply to the City utility for water service.

B. If such extension or tap qualified under Section 2(b) or 2(c), it may be performed by the Water Division of the Department of Public Utilities without further order of this Council, but if said extension or tap is requested under the provisions of Sections 2(a), 2(d), or 2(e), or pursuant to the exceptions set forth in Section 3, then in such event all conditions and provisions of this Resolution must first be satisfied for any such extension of water mains or the grant of new water taps outside the corporate limits.

Section 5. DISCRETIONARY. Notwithstanding the fact that any lot, property, or building may otherwise fit the conditions expressed in said Sections 2 and 3 above, the

Council reserves the right in any specific case to refuse to extend its water service beyond its corporate limits, if in its sole discretion, it is of the opinion that it is feasible for such area to be annexed to the City of Springfield, or such act of extending water services outside its corporate limits would not be in the best interests of the residents of the City of Springfield.

Section 6. PROCEDURES:

A. Any owner or prospective owner of property outside the corporate limits of the City of Springfield who desires to apply for water service under the terms of this Resolution may do so by filing with the City Clerk, City of Springfield, an application for said extension of a water main or new water tap on the form or forms provided by the City Clerk, setting forth:

- (1) the correct legal description, tax identification number, and street address of the property,
- (2) facts purporting to establish that said service is for a category of development, as allowed under Section 2 of this Resolution or is eligible as an exception under Section 3 of this Resolution, and
- (3) which includes as applicants, all legal and equitable owners of said property.

The statements in said application shall be subscribed and sworn to by the applicants, and a filing fee of \$50.00 shall be paid to the City Clerk upon the filing of said application.

B. The applicants shall covenant and agree that the following covenants shall be and are incorporated by reference into said application, as covenants running with the land described

constituting said water service extension without the further expressed permission of the City of Springfield,

(e) that in the event any condition or covenant contained in this Resolution or may be contained in a specific application for extension of water service outside the corporate limits of Springfield, or contained in any specific Resolution granting such extension of water services outside the corporate limits of the City of Springfield should be now or hereafter violated, then, in addition to any other remedies the City may have, the City of Springfield may, after providing in writing a ten-day notice at the address of said property, terminate the water service to said property which is the subject of the covenant that has been violated,

(f) that all other general rules and regulations of the City regarding water service shall be complied with and all charges for water paid.

C. Upon receipt of any such application and filing fee, the City Clerk shall refer said application to the Departments of Public Utilities and Public Works, for review and inspection of the premises, and for preparation of reports and recommendations by designated Department personnel to the City Council, a copy of which shall be delivered to the City Clerk. Thereupon, the City Clerk shall place said application and recommendation on the Council agenda for consideration. The City Council by Resolution shall either approve, deny, or amend and approve said application.

D. If the Council disapproves said application, the City Clerk shall so notify the applicant, and the matter thereupon shall be concluded. The covenants and assurances

Section 9. This Resolution supersedes Resolution 78-8-55, adopted August 2, 1955, as amended by Resolution 1-1-64, adopted January 7, 1964; and Resolution 17-2-68, adopted February 6, 1968, Resolution 83-83, adopted November 15, 1983, as amended by Resolution 158-89, adopted on December 5, 1989, and shall forthwith be recorded in the Office of the Recorded of Deeds of Sangamon County, Illinois.

PASSED: October 1, 1996

SIGNED: October 4, 1996

RECORDED: October 7, 1996

Karen Hosia
MAYOR *LHR*

ATTEST: Norma J. Kraus
CITY CLERK

Office Memorandum



CWLP: Small Enough To Care

TO: Ted Meckes

FROM: Mike Johnson *mlj*
Lori Cox *lc*

DATE: May 28, 2015

SUBJECT: Water Service Outside the City for:
3440 South Sixth Street Road – IN SOUTHERN VIEW

Water Engineering has reviewed the following application for Water Service Outside the City:

Southfield Mall, LLC is requesting water service to their strip mall being built at 3440 South Sixth Street Road. This property currently has frontage on a ten-inch water main along South Sixth Street Road (east side of building); therefore, this application falls under Exception 3(b) of Council Resolution #87-96.

This proposed building is within the limits of the Village of Southern View and annexation will not be pursued; however Council permission is required for any non-single family home service request within the Village. Southfield Mall, LLC will be required to pay for a new 2" service tap to be installed near the northeast corner of the new building. This work will be done on a time and materials basis with a deposit of \$5,000.00.

We request that this new building be approved for CWLP water service.

Ted/Tracy/Mike

This development is actually on five parcels; three of these parcels are in the city of Springfield; however – the BUILDING is only on parcel 106-015 in **Southern View**. The City parcels are just parking lots and driveways on the north and south sides of the building. I have not included these parcels in the application as they are not receiving service and are already annexed.

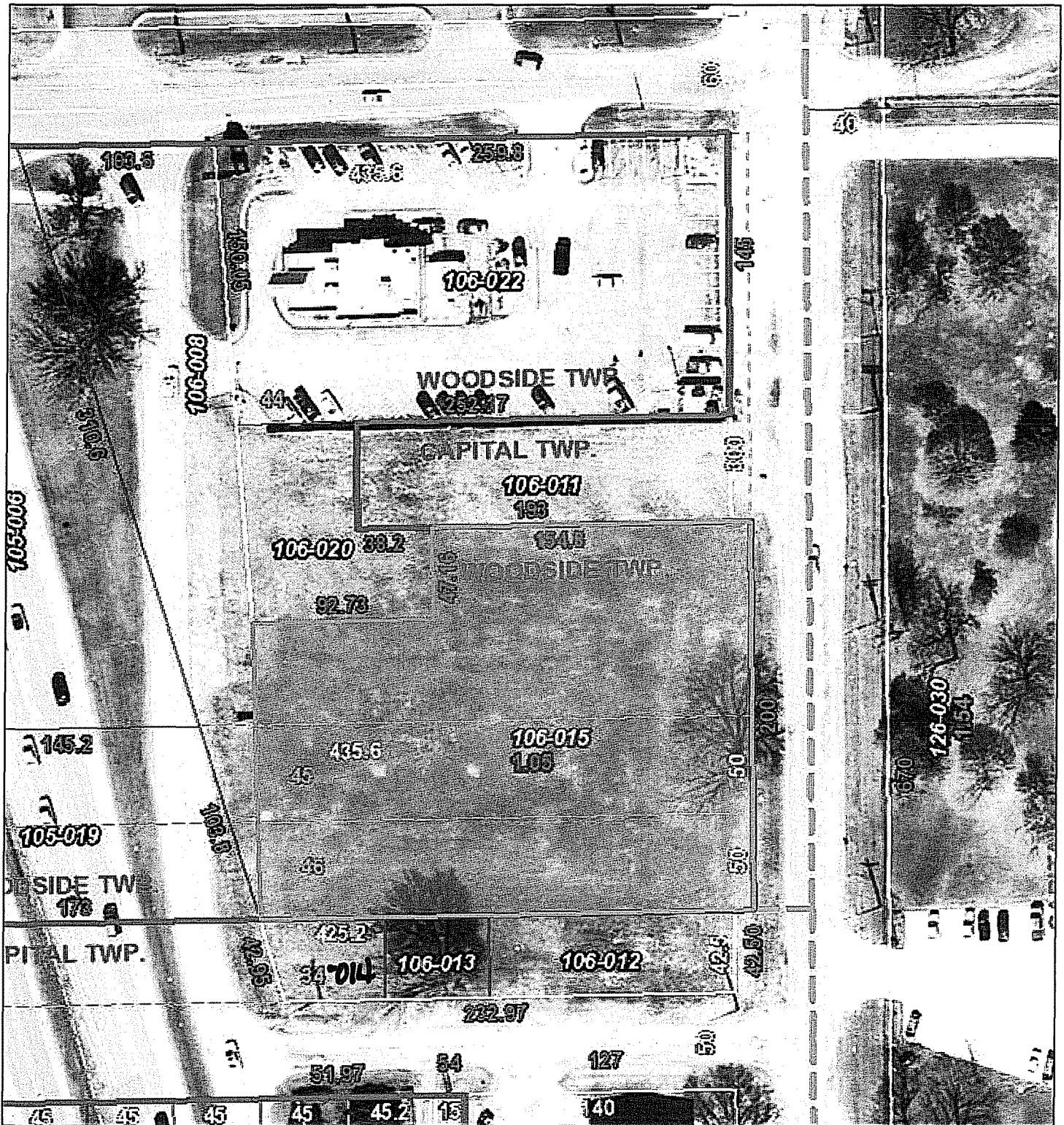
Their original application was made in October of 2014, but when additional information was requested, the project dropped. I initiated follow up and have prepared this revised application.

We are only being asked to install a long 2" service to the NE corner of the building from the main along the east side of the building.

I know the timing could probably not be worse with the Southern View FOIA, but the building is under construction and will need water soon. We have not done one of these applications for quite a while, so please let me know what else you might need to make this happen.

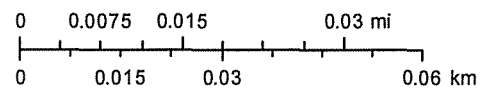
-Lori -

Sangamon County GIS



June 1, 2015

1:1,128



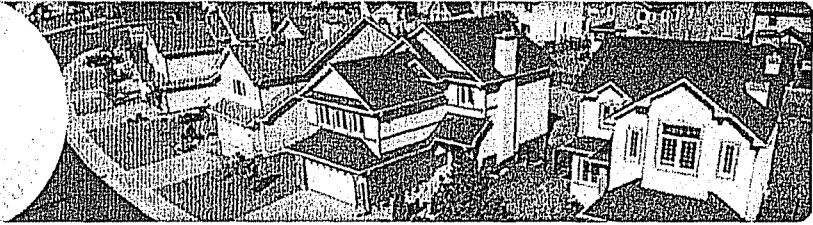
Office Of
Supervisor of Assessments
Sangamon County GIS

Although strict accuracy standards have been employed in the compilation of this map, Sangamon County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

Parcel Number: 22150106015
Copyright 2013

Property Tax

Sangamon County, Illinois



Selected Parcel: 22-15.0-106-020

Current Assessment 2015 Payable 2016

Name & Mailing Address	Property Address	Exemptions
SOUTHFIELD MALL LLC	SOUTHERN VIEW, IL	* None *
PO BOX 230		
SHERMAN, IL 62684-0230		
Class 50 UNIMPROVED COMMERCIAL	Legal Description	Split from Parcel(s)
Status Active	PT L 44 COUNTY CLERKS SUB	22-15.0-106-016 Remainder
Tax Code A90	OF PT SEC 9, 10, 15, & 16	
	T 15 R 5	
	Non-Farm Acres 0.17 Farm Acres 0.00	
	Volume 5 Page 3	

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
		Not Finalized	Not Finalized	Not Finalized
Status	Active			
Class	UNIMPROVED COMMERCIAL			
Tax Code	A90			
Reason				
Non-Farm Land	31,956			
Non-Farm Building	0			
Farm Land	0			
Farm Building	0			
1st Time Non-Farm Building	0			
1st Time Farm Building	0			
* TOTAL *	31,956			

22-15.0-106-020
SOUTHFIELD MALL LLC
PO BOX 230
SHERMAN IL 62684-0230



Your collector is:
JAMES EDWARDS SR.
490 NORTH STREET
SPRINGFIELD, IL 62704
(217) 522-3253

Property Information Parcel Number 22-15.0-106-020 Property Location SOUTHERN VIEW IL Acres .17 Tax Code A90					Fair Market Value Assessed Value 95,868 Township Multiplier 32,298 AV After TW Multiplier .9894 County Multiplier 31,956 Equalized Value 1,0000 Value After Exemptions 31,956 Tax Rate 1.1800 Total Tax 2,488.00	
Taxing District	2014 Rate	2014 Amount	Change From 2013	Pension		
SPFLD DIST #186	5.1650	549.02	14.65	32.07		
LLCC #526	.4736	50.34	.40	.00		
WOODSIDE TOWN	.1101	11.70	.32	.00		
WOODSIDE R&B	.2969	31.56	.74	.00		
SPFLD AIRPORT AUTH.	.0931	9.90	.02	.00		
SOUTH SIDE FPD	.3371	35.83	1.00	.00		
SPFLD MET EXPO AUTH	.0711	7.56	.10	.00		
SOUTHERN VIEW CORP.	.2725	28.97	.68	.00		
SPFLD MASS TRANSIT	.1201	12.77	.35	.00		
SPFLD SANITARY DIST.	.0955	10.15	.19	.00		
COUNTY	.7507	79.80	1.43	.00		
SOUTHERN VIEW TIF		1,660.40	18.16	.00		
TOTAL	7.7857	2,488.00	38.04	38.04		

*pd. 5-21-15
CR #1035*

Total Due	2,488.00
1st Installment	1,244.00
2nd Installment	1,244.00
Messages TIF Base Value \$11,180	
Legal Description SOUTHERN VIEW TIF SPFLD DIST #186 LLCC #526 WOODSIDE TOWN WOODSIDE R&B SPFLD AIRPORT AUTH. SOUTH SIDE FPD SPFLD MET EXPO AUTH SOUTHERN VIEW CORP. SPFLD MASS TRANSIT SPFLD SANITARY DIST. COUNTY SOUTHERN VIEW TIF	

SANGAMON COUNTY REAL ESTATE TAX BILL

THOMAS K. CAVANAGH, TREASURER AND COLLECTOR

Mail checks to PO Box 19400 Springfield, IL 62794 - 9400

After September 04, 2015, mail checks to 200 S. Main St. Rm 112 Springfield, IL 62701

Make checks payable to Tax Collector

Drive Thru Notice

Pay at any INB Location

September 1-4 2015

Save a Stamp-Free E-Check

at tax.co.sangamon.il.us

UNPAID TAXES WILL BE SOLD AT THE TAX SALE ON NOVEMBER 05, 2015

OWNER SOUTHFIELD MALL LLC

TOWNSHIP WOODSIDE

2014 Payable 2015

22-15.0-106-020

Postmarked on or before

September 04, 2015

\$1,244.00 DUE



0290 221501060204 000248800 000124400 0 3

Property Tax

Sangamon County, Illinois



Selected Parcel: 22-15.0-106-015

Location: 720 ST JOSEPH ST

Current Assessment 2015 Payable 2016

Name & Mailing Address	Property Address	Exemptions
SOUTHFIELD MALL LLC	720 ST JOSEPH ST	* None *
PO BOX 230	SOUTHERN VIEW, IL 62703	
SHERMAN, IL 62684-0230	Building Number 1	
Class 50 UNIMPROVED COMMERCIAL	Legal Description	
Status Active	PT LOTS 44,45 & 46 COUNTY	
Tax Code A90	CLERKS SUB OF PT SEC 9,10, 15 & 16-15-5	
	Non-Farm Acres 1.05 Farm Acres 0.00	
	Volume 5 Page 3	

Assessment Values

	Prior Year Board of Review Equalized	Assessor Changes	Board of Review Changes	Board of Review Equalized
		Not Finalized	Not Finalized	Not Finalized
Status	Active			
Class	UNIMPROVED COMMERCIAL			
Tax Code	A90			
Reason				
Non-Farm Land	102,593			
Non-Farm Building	0			
Farm Land	0			
Farm Building	0			
1st Time Non-Farm Building	0			
1st Time Farm Building	0			
* TOTAL *	102,593			

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves identifying the resources needed, the tasks to be completed, and the timeline for the project.

4. After the plan is developed, the next step is to implement the plan. This involves carrying out the tasks and activities that have been identified in the plan.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes with the objectives and goals that were set at the beginning of the project.

Fair Market Value	307,779
Assessed Value	103,692
Township Multiplier	.9894
AV After TW Multiplier	102,593
County Multiplier	1.0000
Equalized Value	102,593
Value After Exemptions	102,593
Tax Rate	1.0000
Total Tax	102,593
Total Due	102,593
1st Installment	51,296
2nd Installment	51,296
Messages	
TIF Base Value	0.0000
Legal Description	

Taxing District	2014 Rate	2014 Amount	Change From 2013	Pension
SPFLD DIST #186	5.1650	1,762.59	46.99	102.96
LLCC #526	.4736	161.62	1.29	2.97
WOODSIDE TOWN	.1101	37.57	1.02	.14
WOODSIDE R&B	.2969	101.32	2.39	.85
SPFLD AIRPORT AUTH.	.0931	31.77	.04	5.66
SOUTH SIDE FPD	.3371	115.04	3.22	
SPFLD MET EXPO AUTH	.0711	24.26	.29	1.33
SOUTHERN VIEW CORP.	.2725	92.99	2.16	
SPFLD MASS TRANSIT	.1201	40.98	1.12	12.42
SPFLD SANITARY DIST.	.0955	32.59	.63	10.99
COUNTY	.7507	256.18	4.57	44.19
SOUTHERN VIEW TIF		5,330.67	58.30	
TOTAL	7.7857	7,987.58	122.02	181.51

pd. 5.21.15
ch # 1034

[illegible]

2014-09-20 14:00:00

[illegible]

0290 221501060158 000798758 000395377 2 7

PREMIER LEASING OF ILLINOIS, LLC
1309 S 9TH ST
SPRINGFIELD, IL 62704

1095

70-855/711
2

10.7.14 Date

Pay to the Order of City of Springfield \$ 50.00
Hefty and co/xx Dollars  Security Features Detail on Back.



Bank of Springfield
bankwithbos.com
877.698.3278

For water conx. application Steven L Naejard ^{IV}

⑆071108559⑆ 035203661⑆ 01095

original app.

SPRINGFIELD CITY
WATER SERVICE
APPLICATION/RESOLUTION

Do Not Write In This Space
(FOR RECORDER USE ONLY)

RESOLUTION # _____

RETURN TO:

City Clerk's Office
Municipal Center West
300 South Seventh Street
Springfield, Illinois 62701

Application to Springfield City Council for water service outside its corporate limits under Resolution No: 87-96; and Agreement that if application is granted, it becomes a contract, with covenants running with land; and Resolution.

NOW COMES (Applicant Name(s)):

SOUTHFIELD MALL

Of the following address(es):

1309 S. NINTH ST. SPRINGFIELD

And telephone number(s):

217-670-0577

owners of the Property outside the corporate limits of the City of Springfield commonly known by the following

address: 3340 SOUTH SIXTH STREET RD.

and legally described as follows:

parcels-

22-15-106-011, 012, 013, 015, 020

and having the following Tax Identification Number(s):

37-1372118 ^W see above

and petitions the City of Springfield for an extension of Municipal water service to serve a (circle one) **Single Family Residence, Duplex, Multi-Unit Apartment, Commercial Building, Industrial Building** on the above described property.

This application for water service is requested for development of the above described real estate as permitted under Section 2 or as an exception permitted under section 3 of Resolution No. 87-96, adopted by the Springfield City Council October 1, 1996, entitled, "A Resolution Regarding the Provision of Water Services Outside the Corporate Limits of the City of Springfield, Illinois" which Resolution thereafter was recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 96-41779.

Applicant(s) further covenant and agree that this application constitutes and amounts to an offer to contract and that in the event the Springfield City Council should hereafter adopt a Resolution granting this application for extension of water services outside its corporate limits, said Resolution No. 87-96 ipsofacto, shall constitute and be, without further act, an irrevocable contract between the City of Springfield and the Applicant(s), their Grantees, Executors, Administrators, Succesors and Assigns, and the covenants set forth in section 6B of said Resolution No. 87-96 shall be covenants running with the land above described binding upon the Applicant(s), their Devisees, Heirs, Executors, Administrators, Successors, and Assigns.

We further covenant and agree that the filing fee of \$50.00 paid to the City of Springfield for processing this application and inspecting said premises is not refundable whether this application is accepted or rejected.

We further covenant and agree that if this application is denied all statements, covenants, and conditions made herein are null and void, and neither this application nor the Resolution rejecting it, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois; but in the event this application is approved, it and the Resolution approving the same thereupon shall be filed of record in said Office of the Recorder of Deeds of Sangamon County, Illinois.

We further covenant and agree that we have read and understand all provisions of the Resolution No. 87-96; and that all of the statements made herein are accepted and agreed to by us.

Signatures:

Karen M Seitz

STEVEN L. HALFORD

STATE OF ILLINOIS

)

) SS

COUNTY OF SANGAMON

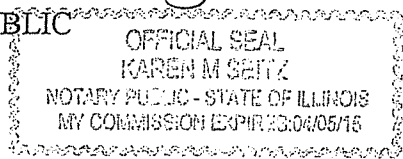
)

I, Karen M Seitz, a Notary Public in and for said County and State aforesaid, do hereby certify that Steven L Halford personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he executed the foregoing instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7 day of October, 2014.

Karen M Seitz (SEAL)

NOTARY PUBLIC



Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 04979036

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
SEP 09 2014
Jesse White
Secretary of State

1. Limited Liability Company Name: PREMIER LEASING OF ILLINOIS, LLC
2. Address of Principal Place of Business where records of the company will be kept:
1309 S 9TH STREET
SPRINGFIELD, IL 62704
3. Articles of Organization effective on the filing date.
4. Registered Agent's Name and Registered Office Address:
KIRK LAUDEMAN
107 E. ALLEN STREET
SPRINGFIELD, IL 62704
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. The Limited Liability Company is managed by the manager(s).
HALFORD, STEVE
1309 S. 9TH STREET
SPRINGFIELD, IL 62704

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 09, 2014

CHARLES M. CLINE
1309 S. 9TH STREET
SPRINGFIELD, IL 62704



LLC FILE DETAIL REPORT

Entity Name	SOUTHFIELD MALL, LLC	File Number	04926927
Status	ACTIVE	On	09/16/2014
Entity Type	LLC	Type of LLC	Domestic
File Date	09/16/2014	Jurisdiction	IL
Agent Name	RANDALL W SEGATTO	Agent Change Date	09/16/2014
Agent Street Address	831 E MONROE	Principal Office	1309 S 9TH SPRINGFIELD, IL 627050000
Agent City	SPRINGFIELD	Management Type	MGR View
Agent Zip	62701	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION/LLC SEARCH RESULTS

Search Criteria: **SOUTHFIELD MALL**

Entity Type	File Number	Corporation/LLC Name
LLC	MST 04926927	<u>SOUTHFIELD MALL, LLC</u>

[Return to the Search Screen](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



LLC MANAGERS

Entity Name	SOUTHFIELD MALL, LLC	File Number	04926927
Name	Address		
PREMIER LEASING OF ILLINOIS, LLC	1309 S 9TH, SPRINGFIELD, IL - 627050000		

Close

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://WWW.CYBERDRIVEILLINOIS.COM)

ORDINANCE FACT SHEET

AGENDA NUMBER: _____

DATE OF 1ST READING: _____

07-07-15

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: n/a

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Approval of Application for Water Service

ACCOUNTING INFORMATION: Not Applicable

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

PRIOR ORDINANCE INFORMATION: Res. 87-96

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Southfield Mall, LLC

CONTRACT AMOUNT:

(Original Amount if Change Order)

CONTRACT TERM: n/a

TYPE OF AWARD: N/A

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

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

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

ANNEXATION NOTES:

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

This is a standard ordinance approving water service outside of the City.

The Council previously adopted Resolution No. 87-96, which provides for certain municipal policies with regard to water main extensions and water taps outside the corporate limits of the City of Springfield. Southfield Mall, LLC has made application to the City for water service to their strip mall currently under construction at 3340 South Sixth Street Road. The Water Engineering Department has reviewed the application and is requesting that this location be approved for water service. The building to be served by the water is located within the limits of the Village of Southern View, therefore annexation will not be pursued.

This property has frontage on a 10-inch water main along South Sixth Street Road; therefore, this application falls under Exception 3(b) of Council Resolution No. 87-96. The work will be done on a time & material basis with a deposit of \$5,000. Southfield Mall, LLC will be responsible for the actual installation costs.

SIGN OFF: _____

Mayor's Office

nan OBM
(When Applicable)

AN ORDINANCE APPROVING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH ANDREWS
ENGINEERING, INC. REGARDING ASH IMPOUNDMENTS AND COAL COMBUSTION RESIDUALS
STRATEGIES AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$99,000.00,
FOR A TOTAL AMOUNT NOT TO EXCEED \$164,000.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of an amended Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$164,000.00, and

WHEREAS, Ordinance 138-04-14 approved an agreement with Andrews in an amount not to exceed \$65,000.00, for evaluation and investigation at our ash impoundments regarding state Coal Combustion Waste ("CCW") regulations, and

WHEREAS, subsequently, the federal government has published Coal Combustion Residuals ("CCR") regulations regarding ash impoundments, and

WHEREAS, the CCW regulations and CCR regulations overlap, thereby making it more efficient and cost effective to modify the scope of the original agreement to also include evaluation of the CCR regulations, and

WHEREAS, this ordinance approves an amended consulting services agreement with Andrews, and also authorizes an additional \$99,000.00, for the extra services for a total amount not to exceed \$164,000.00, and

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

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of an amended Professional Services Agreement with Andrews in an amount not to exceed One Hundred Sixty-Four Thousand Dollars and No Cents (\$164,000.00) for ash impoundment and coal combustion residuals strategies.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Professional Services Agreement with Andrews on behalf of the City.

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed One Hundred Sixty-Four Thousand Dollars and No Cents (\$164,000.00) from 102-400-FD-3272-2306.

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

PASSED: _____, 2015

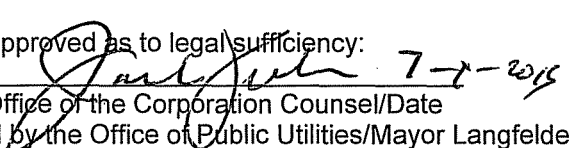
SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 7-1-2015
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE REQUEST FORM

PAGE 1 OF 1

No. _____

ORIGINATOR: Christine Zeman
 DIVISION HEAD: Christine Zeman
 CONTRACT NO: n/a

DATE: 6/11/15

TITLE: AN ORDINANCE APPROVING AN AMENDED CONSULTING SERVICES AGREEMENT WITH ANDREWS ENGINEERING, INC. REGARDING ASH IMPOUNDMENTS AND COAL COMBUSTION RESIDUALS STRATEGIES AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$99,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$164,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

VENDOR NO: _____ VENDOR NAME: Andrews Engineering, Inc. AMOUNT: \$99,000.00

DESCRIPTION AND COMMENTS: (IF MORE THAN ONE, USE ATTACHED SHEETS AND NOTE AT TOP OF PAGE)

Ordinance 138-04-14 authorized a professional services agreement with Andrews Engineering, Inc. ("Andrews") in the amount of \$65,000 for groundwater evaluation and investigation at the ash impoundments regarding state Coal Combustion Waste ("CCW") regulations. Since then, the federal government has published Coal Combustion Residuals ("CCR") regulations regarding ash impoundments. The CCW regulations & CCR regulations overlap, thereby making it more efficient & cost effective to modify the scope of the original agreement to also include evaluation of the CCR regulations.

BID PERIOD: _____

METHOD OF PURCHASE: (CIRCLE ONE) ORDINANCE TOTAL: \$164,000.00

LOW BID LOW BID MEETING SPECIAL 2015

RECOMMENDED FILING DATE: 7-7-15

LOW EVALUATED BID

OTHER: professional service

CHIEF UTILITIES
ENGINEER

MATERIAL TOTAL: _____

LABOR TOTAL: _____

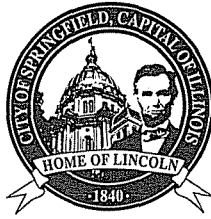
PURCHASING AGENT APPROVAL REQUIRED YES X NO _____

ENGINEER EST: _____

EXCEPTION COMMENTS:	P.A. SIGNATURE:
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.	102	400	FD	3272	2306
2.					
3.					
4.					

ENTRY: _____ BUDGET: 107 PURCHASING: _____ ORDINANCE CORD: _____ ADMIN. ASST: _____ DIRECTOR: MS COMPTROLLER: _____



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

MEMORANDUM

TO: Tracy Johansson

FROM: Sandy E. Robinson II 

DATE: June 16, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Andrews Engineering, Inc. for engineering services for groundwater evaluation and investigation at the ash impoundments in an amount not to exceed \$164,000.00, for the Office of Public Utilities.

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.



June 9, 2015

Ms. Sue Corcoran, Engineer II
Environmental Health and Safety
City Water, Light, and Power
East Lake Shore Drive
Springfield, Illinois 62712

Re: City Water, Light, and Power
Amended Purchase Order
Coal Combustion Residual Units
Compliance with 40 CFR Part 257

Dear Ms. Corcoran:

Pursuant to our recent communication, provided herein is a proposal for consulting services, which amends an existing approved purchase order (DO-400-FD-17577). The subject purchase order includes the items identified in the March 17, 2014 proposal for consulting services specific to groundwater evaluations and assessment, which are summarized below:

- Complete the tasks identified by the Illinois Environmental Protection Agency (EPA) as part of its Ash Impoundment Strategy and in response to its correspondence dated February 20, 2014
- Apply the groundwater quality regulations defined pursuant to 35 Illinois Administrative Code (Ill. Adm. Code) 620.250 to the power plant ash impoundments.
- Apply applicable sections of the pending Coal Combustion Waste (CCW) regulations identified as 35 Ill. Adm. Code Part 841.

In addition to the above listed items, this amended proposal includes necessary tasks contained in the recently published Coal Combustion Residuals (CCR) regulations (40 CFR Parts 257). Many of the requirements of the 35 Ill. Adm. Code 620.250, the pending CCW regulations and the CCR regulations are duplicative. For purposes of economic efficiency, it is reasonable to compile the necessary reports and conduct the applicable investigations simultaneously to address each set of requirements. There is significant overlap of the current groundwater investigations at the facility and compliance demonstration with 40 CFR Part 257.

This proposal outlines consulting services necessary to ensure compliance with 40 CFR Part 257 and discusses the tasks that correlate between the different sets of regulations. A detailed Project Background for the above three bullet items was included in the March 17, 2014 document. This amended proposal will summarize the above tasks in the applicable sections below.

The proposed CCW regulations (35 Ill. Adm. Code Part 841) have not been finalized at this time. Correspondence with Illinois EPA personnel indicates the regulations may be approved in late 2015. In the meantime, the U.S. EPA recently published the CCR regulations that must

1.1.1 Placement Above the Uppermost Aquifer (§257.60)

The impoundments must be constructed with a base that is located no less than five feet above the upper limit of the uppermost aquifer, or must demonstrate that there will not be an intermittent, recurring, or sustained hydraulic connection between any portion of the base of the CCR unit and the uppermost aquifer due to fluctuations in the groundwater elevations. If the demonstration cannot be made by the aforementioned date, the facility must cease accepting the CCR and begin closure activities pursuant to §257.102.

The impoundments and the landfill unit are located immediately adjacent to one another. The hydrogeology has been well characterized at both units and found to be consistent. Therefore, both units are discussed with respect to the uppermost aquifer.

An uppermost aquifer was identified for Unit 2 of the FGDS landfill pursuant to 35 Ill. Adm. Code Section 811.315 and is monitored in accordance with the current Illinois EPA permit. Sampling and reporting is conducted on a quarterly basis pursuant to the aforementioned permit.

The Groundwater Monitoring Program (surface impoundments), dated November 2011, identified a contaminant migration pathway beneath/adjacent to the ash impoundment. The subject monitoring program was requested and ultimately approved by the Illinois EPA, Bureau of Water. Similar to Unit 2 of the FGDS landfill, sampling and analyses occurs on a quarterly basis.

AEI has conducted detailed hydrogeologic investigations at both the Unit 2 FGDS landfill and for the ash pond, including characterization of the water-bearing deposits. Further evaluation of the groundwater characteristics is being conducted pursuant to 35 Ill. Adm. Code 620.250, which is part of the approved purchase order. This evaluation will be utilized to determine the potential hydraulic connection between the applicable units and uppermost aquifer as defined by §257.53. AEI will provide a report presenting the findings of the evaluation.

1.1.2 Wetlands (§257.61)

The applicable units must not be located in wetlands. The existing and potential applicable unit is listed on the wetland inventory map as a wetland. Clarification with the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers should adequately address any issues. AEI will contact the necessary governmental entities and provide the subject documentation. However, this proposal does not include any wetland delineation costs.

1.1.3 Fault Areas (§257.62)

The applicable surface impoundments must not be located within 200 feet of the outermost damage zone of a fault that has had displacement in Holocene time unless the owner or operator demonstrates that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the CCR unit.

The fault areas for the FGDS landfill were identified as part of the initial Significant Modification Application (Log No. 1995-243-LFM). The study area incorporates that of the surface impoundments. AEI will provide verification and documentation that the results of that study are still accurate.

the soil meets the subject criteria. No additional drilling or soils analyses will be conducted as part of this task.

1.4 Liner Design Criteria for New CCR Surface Impoundments and Any Lateral Expansion of a CCR Surface Impoundment (\$257.72)

As described in Item 1.2 above, there are no new or expanding applicable units.

1.5 Structural Integrity Criteria for Existing CCR Surface Impoundments (\$257.73)

1.5.1 Identification Marker

By December 17, 2015, the facility must install a permanent marker adjacent to each applicable unit showing the identification number of the CCR unit along with the name of the owner and operator of the unit.

This will be completed by CWLP personnel.

1.5.2 Initial Hazard Potential Classification Assessment

By October 17, 2016, the facility must conduct the initial hazard potential classification assessment and document the results. A qualified professional must certify the results of the assessment. The assessment will indicate the potential for danger to life, development, or the environment in the event of a release of CCR from a surface impoundment. The assessment will include structural stability assessments and safety factor assessments, including all necessary related evaluations.

The hazard potential classification was determined for the facility impoundments pursuant to requests from the Illinois Department of Natural Resources. AEI will confirm the existing classification. The initial hazard potential classification assessment was based on existing information, including boring information, construction reports, and any other pertinent field data. In the event additional data or work are recommended to complete the assessment, such data or work will be addressed via change order or separate contract. This Scope of Work does not include follow-up or subsequent (periodic) hazard potential classifications. AEI will provide a summary of the hazard potential classification for the facility record.

1.5.3 Emergency Action Plan

By April 17, 2017, the facility must complete and maintain an Emergency Action Plan only if the Hazard Potential Classification Assessment is determined to be "high" or "significant." Based on current site information and previous classification, the hazard potential classification is low. It is assumed that no Emergency Action Plan will be required as part of this Scope of Work. AEI will provide a summary referencing previous classification for the facility record.

1.5.4 History of Construction

By October 17, 2016, the facility must compile a history of construction for the applicable surface impoundments. This regulation is only applicable if the height is greater than 20 feet.

catchment area to the surface impoundments, and other areas as applicable (lime ponds and/or clarification pond). The Inflow Design Flood Control System shall also consider run-off, including spillways and outfalls of the impoundments and related capacities, and characterization of downstream hydraulic structures that receive discharge from the impoundments. Supporting documentation justifying the hydrologic model/calculations used in this process will be included.

It is our understanding that much of the hydraulic design is complete. AEI will review the existing design and provide documentation and a summary for the facility record. In the event significant modification to the existing design is needed, such effort is not included in this Scope of Work.

1.8 Inspection Requirements for CCR Surface Impoundments (§257.83)

1.8.1 Weekly Inspection

The facility must initiate weekly inspection of the surface impoundment(s) by October 19, 2015. The weekly inspections are designed to detect early signs of distress in the surface impoundment(s) that may result in a larger, more severe condition that may disrupt or have the potential to disrupt the operation and safety of the impoundments. All inspections must be conducted by qualified personnel. The weekly inspection shall be for the appearance of actual or potential structural weakness and other conditions that are disrupting or have the potential to disrupt the operation or safety of the impoundment. The discharge of all outlets of hydraulic structures that pass underneath or through the dike of the impoundment for abnormal discoloration or discharge of debris or sediment shall be inspected.

AEI will conduct the initial weekly inspection and submit the resulting report to CWLP for the facility record. AEI will work with and train an appropriate CWLP staff member to conduct and document the weekly inspections. It is estimated AEI will participate in no more than four weekly inspections.

1.8.2 Monthly Inspection

The facility must initiate monthly inspections for all CCR unit instrumentation by October 19, 2015. AEI will train an appropriate CWLP staff member to conduct and document the monthly inspections. AEI will participate in two monthly inspections. The monthly inspections will occur simultaneously with a weekly inspection, reducing duplicative efforts and costs.

1.8.3 Annual Inspection

The facility must initiate annual inspections of the surface impoundment(s) by January 18, 2016. AEI will conduct the initial annual inspection, which will include at a minimum, a review of existing information pertaining to the structural stability of the impoundment, visual inspection of the impoundment and appurtenant structures, visual inspection of any hydraulic structures underlying the base of the impoundment or passing through the containment structure for structural integrity and continued safe and reliable operation. The initial annual report will set background information that will be used for the subsequent annual inspection. However, the initial report will identify any significant changes when compared to known historical characteristics. The report will also contain the location and type of existing instrumentation, the present depth and elevation of the impounded water, storage capacity of the impoundment at the time of inspection, approximate volume of impounded water at the time of inspection, any

The subject Groundwater Monitoring Program was submitted to the Illinois EPA on November 18, 2011 and approved December 29, 2011.

Installation of the new background well and well replacements were completed in January and February 2012. The monitor well network currently consists of six wells, two upgradient (AP-4 and AP-5) and four downgradient (AW-3, AP-1, AP-2, and AP-3). Pursuant to the approved Groundwater Monitoring Program, statistically derived site-specific background concentrations were based on four quarters of data collected from each well beginning the first quarter 2012 and ending the fourth quarter 2012. Data from both upgradient wells, AP-4 and AP-5, were combined for purposes of statistical derivation of the background concentrations.

The existing Groundwater Monitoring Program appears to meet the requirements of the regulation. However, AEI will conduct a detailed review of the program to ensure all regulations are met. If other impoundments are applicable, as referenced above (Applicability), the Groundwater Monitoring Program may need to be expanded, including installation of additional wells. Revisions to the Groundwater Monitoring Program and any related fieldwork subsequent to the detailed review is not included in this Scope of Work.

1.11 Groundwater Sampling and Analysis Requirements (§257.93)

As stated previously, a Groundwater Monitoring Program was designed pursuant to Illinois EPA requirements. The subject Groundwater Monitoring Program provides details for sampling and analyses that appear to meet the regulations of 40 CFR §257.93. The facility is currently sampling and evaluating the results pursuant to the Program. AEI will further review and revise the Program to ensure all applicable rules are met and provide certification and documentation for public record.

1.12 Detection Monitoring Program (§257.94)

The existing Groundwater Monitoring Program appears to be consistent with 40 CFR §257.94. However, it may be necessary to modify the parameter list and possibly the sampling scheduling/frequency. If so, additional background sampling will be required with derivation of statistical background concentrations for any new parameters not already containing established values. AEI will review the Program to ensure it is consistent with the regulation and modify as necessary and provide certification and documentation for public record.

1.13 Assessment Monitoring Program (§257.95)

Assessment monitoring is required whenever a statistically significant increase over background concentrations has been detected for one or more of the parameters listed in Appendix III. If a statistically significant increase is confirmed via confirmation sampling, assessment monitoring must be initiated, including sampling for parameters contained in Appendix IV to 40 CFR Part 257. The confirmation sampling results must be included to the facility operating record.

The existing groundwater quality has been compared to the statistically derived background concentrations pursuant to the existing Groundwater Monitoring Program. Four parameters potentially associated with the facility impoundments were detected in specific downgradient wells that exceeded the statistically derived background concentrations. An initial phase for assessment was proposed to CWLP and approved via Purchase Order DO-400-FD-17577. It is

A review of the existing reports and plans previously submitted to the Illinois EPA indicates revisions will be needed to demonstrate compliance with the pending rules and Illinois EPA correspondence. This will include:

1. Potentiometric surface maps with new well data
2. Evaluation of well spacing
3. Evaluation of the well network
4. Evaluation of statistical background concentrations (applicable groundwater quality standards)
5. Potential revisions to the interwell values
6. Evaluate the need for intrawell values
7. Modification of the parameter list (all 35 Ill. Adm. Code 620 parameters referenced in Section 841.215 seem unnecessary but are presently required, and any new parameters from Appendix III and Appendix IV of 40 CFR Part 257)
8. Maintenance Plan for the Groundwater Monitoring System

In addition to the items listed above, Task 1 will also include client and regulatory teleconferences and/or meetings.

Task 2 – Evaluation of Groundwater Quality

The existing groundwater quality will be evaluated based on current background concentrations or as modified by Task 1 above. This evaluation may also include data from the monitor wells near the impoundments. For purposes of cost estimation, it is assumed an Alternate Cause Demonstration (35 Ill. Adm. Code Part 841) will be necessary for specific parameters that are not related to the impoundments, but likely related to spatial variability of the monitored zone or other sources on or near the site. The Alternate Cause Demonstration will be completed pursuant to Section 841.305 upon finalization, unless the Illinois EPA requires such demonstrations before then. This is also addressed in 40 CFR 257.94.e.2.

Specific parameters may exhibit concentrations in excess of the applicable standards, requiring further evaluation or triggering corrective action. Costs have been included for preparation and attendance for meetings with CWLP personnel, and subsequently regulatory entities to discuss the existing groundwater quality. Task 2 also includes the recalculation of background concentrations as described in the June 21, 2013 Background Groundwater Concentrations (Illinois EPA) correspondence for five parameters.

Task 3 – Corrective Action Plan

For purposes of this proposal, and in order to illustrate the potential impacts of the 35 Ill. Adm. Code 620.250 regulation, the pending CCW regulations and 40 CFR §257.96-257.98, it is assumed there will be a small number of parameters where verification of an exceedence of an applicable groundwater quality standard/background concentration is attributable to the impoundment(s). 35 Ill. Adm. Code Part 841, Subpart C (Corrective Action), provides two avenues in the event an exceedence is confirmed; (1) close the unit(s) or (2) perform corrective action. 40 CFR 257.103 provides a similar avenue where there is no CCR alternative capacity. It

3. Drilling contractor
4. Field oversight
5. Logging of soils samples
6. Surveying will be conducted by CWLP personnel
7. Groundwater sampling
8. Laboratory analyses
9. Documentation/Reporting

The cost does not include a second mobilization in the event Phase 1 does not completely identify the extent. Direct-push drilling technology has limitations. In the event drilling becomes difficult or the migration pathway is too deep, conventional drilling techniques (hollow stem auger) may be necessary, resulting in higher drilling and oversight costs. It is also assumed the drilling company will be a subcontractor to AEI.

1.14 Assessment of Corrective Measures (\$257.96)

Based on the results of the Investigation of Extent, AEI will evaluate varying corrective action methods for feasibility of implementation, remedial effectiveness, and economic considerations. A summary of the evaluation will be provided to CWLP with recommendations for the Corrective Action Plan/Corrective Action Program. Costs include the evaluation, and accounts for multiple meetings with CWLP personnel and regulatory entities, if necessary. Because potential effects to the groundwater are not known at this time, the corrective action method to be employed cannot be determined. Therefore, the cost estimate does not include the actual design of the corrective action, implementation, or operation and maintenance of a corrective action system. However, the potential corrective measures must be presented in a public meeting for discussion with interested parties prior to selection of the remedy. It is assumed that AEI will provide the necessary site specific details (charts, graphs, drawings, etc.) for the meeting, and participate in the meeting. The estimate contained in Table 1 includes preparation for and attendance at one public meeting. It is assumed CWLP will be responsible for public notification and accommodations for the meeting.

Section 841.315 of the pending CCW regulations implies the corrective action system will include a groundwater collection system and permitted groundwater discharge system (Section 841.320). This may or may not be necessary. The Technical Support Document to the pending regulations states, "Corrective action plans are designed to control the migration of contaminated groundwater using pumping wells or collection trenches to capture the impacted groundwater..." However, a Groundwater Management Zone pursuant to 35 Ill. Adm. Code 620.250 can be approved without employing active groundwater extraction. Varying source control measures, constructed groundwater barriers, or even natural attenuation may be possible when considering constituent concentrations, the site's hydrogeology, and lack of potable water supply wells. 35 Ill. Adm. Code 620.250 implies the corrective action plan is at the discretion of the Illinois EPA and does not mandate groundwater extraction. This is also consistent with the CCR regulations. Once the design of the corrective action has been determined (if necessary), communication with the Illinois EPA should be conducted to ensure contradictions between the differing sets of regulations are alleviated. In this case, the pending CCW regulations appear the most restrictive.

1.18 Criteria for Conducting the Closure or Retrofit of CCR Units (§257.102)

A written closure plan must be prepared describing the steps necessary to close the impoundment at any point during the active life of the impoundment. The plan must include, at a minimum, how the impoundment will be closed (final cover, removal of CCR), cover design (if leaving CCR in place), how performance standards will be met, maximum inventory of CCR, construction schedules, and related milestones, etc. The closure plan must be submitted by October 17, 2016. Currently, the only surface impoundment anticipated to require a closure plan is the Dallman ash pond. AEI will complete the initial closure plan for the Dallman ash pond and incorporate applicable sections from the facility Operation and Maintenance Plan. The closure plan can be amended due to numerous circumstances at any time. Such amendments cannot be predetermined and are, therefore, not included in this proposal.

1.19 Alternative Closure Requirements (§257.103)

Based on recent groundwater quality evaluations, it is probable corrective action will be necessary. Due to many factors, initiation of closure to the Dallman ash pond is not feasible. §257.103 provides a temporary avenue to continue operation of the impoundment while alternative storage/disposal activities are evaluated. If groundwater quality downgradient to the Dallman ash pond cannot meet the regulatory requirements, closure of the pond must be completed by October 14, 2023. AEI will provide assistance for evaluation of groundwater quality status based on potential corrective action. It is possible the groundwater quality may meet the applicable standards in the future which will change the status of the impoundment.

If the Lakeside ash pond is not considered closed, the combined area of both Lakeside (7.3 acres) and Dallman (36 acres) exceeds 40 acres. It may be possible to extend the closure date to October 17, 2028 (§257.103.b.3). AEI will evaluate this possibility.

1.20 Post-Closure Care Requirements (§257.104)

§257.104 may apply to both the Lakeside and the Dallman ponds. If the Lakeside pond is closed pursuant to §257.100.b, then no post-closure care requirements are necessary. However, it has been stated that removal of CCR is sporadically occurring at the Lakeside pond and may increase. Development of the Final Rule states if the facility intends to maintain the inactive unit indefinitely, whether to provide potential future capacity, or to continue to dredge the unit to provide material for beneficial use, or with the idea that it may be repurposed for other facility operations, it must be treated in the same manner as an active unit. This would require compliance with the location and structural stability criteria as well as implementing a groundwater monitoring system and all post-closure care requirements (30 years minimum). AEI will assist CWLP in determination of the long-term use of the pond. For purposes of this proposal, it is assumed the Lakeside ash pond is closed and will not need a post-closure care plan.

The Dallman ash pond will require an initial post-closure care plan to be submitted by October 17, 2016. AEI will complete the post-closure care plan for the Dallman ash pond, which will include details for maintenance of the final cover system, drainage systems, leachate collections and removal systems (if applicable), and applicable monitoring systems. The requirements of RCRA Subtitle D were used in derivation of many of 40 CFR Part 257. The post-closure care plan requirements are a subset of criteria required for post-closure care plans for solid waste

aquifer. The GIA was submitted to the Illinois EPA as part of the initial significant modification application for Unit 2 and reviewed. The Illinois EPA concurred via issuance of a permit that Unit 2 would not negatively impact the groundwater quality pursuant to 35 Ill. Adm. Code Part 811.

AEI will provide a summary and excerpts of the GIA as necessary to show compliance with the §257.60.

2.1.2 Wetlands (§257.61)

The applicable units must not be located in wetlands. The existing and potential applicable units are listed on the wetland inventory map as wetland. A wetlands study was conducted as part of Permit Application Log No. 1995-243-LFM. At that time, there were no wetland issues. Subsequent to that study, the middle cell (undeveloped) of Unit 2 has vegetated since cell development has not yet occurred in that location. The current wetland's inventory map shows the cell as containing wetlands. Clarification with the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers should adequately address any issues. AEI will contact the necessary governmental entities and provide the subject documentation. This proposal does not include wetland mitigation activities.

2.1.3 Fault Areas (§257.62)

The applicable surface impoundments must not be located within 200 feet of the outermost damage zone of a fault that has had displacement in Holocene time unless the owner or operator demonstrates that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the CCR unit.

The fault areas for the FGDS landfill were identified as part of the initial Significant Modification Application (Log No. 1995-243-LFM). AEI will provide verification that the results of that study are still accurate and provide appropriate documentation.

2.1.4 Seismic Impact Zones (§257.63)

The applicable units must not be located in seismic impact zones unless the owner or operator demonstrates that all structural components including liners, leachate collection and removal systems, and surface water control systems, are designed to resist the maximum horizontal acceleration in lithified earth material for the site.

The seismic impact zones were evaluated as part of the initial Significant Modification Application (Log No. 1995-243-LFM) to Unit 2 of the FGDS landfill, including evaluation of the slope and mass stability. AEI will verify the data are still accurate and provide appropriate documentation.

2.1.5 Unstable Areas (§257.64)

The applicable units must not be located in an unstable area unless it can be demonstrated that recognized and generally accepted good engineering practices have been incorporated into the

other conditions which are disruptive or have the potential to disrupt the operation or safety of the CCR unit.

AEI will conduct the initial weekly inspection and submit the resulting report to CWLP for the operating record. AEI will work with and train an appropriate CWLP staff member to conduct and document the weekly inspections. It is estimated AEI will participate in no more than four weekly inspections.

2.5.2 Annual Inspection

The facility must initiate annual inspections of the landfill (Unit 2) by January 18, 2016. AEI will conduct the initial annual inspection, which will include at a minimum, a review of existing information regarding the status and condition of the unit. A visual inspection will be conducted to identify any signs of distress or malfunction of the unit. The initial annual report will set background information that will be used for the subsequent annual inspection. However, the initial report will identify any significant changes when compared to known historical characteristics. The report will also identify any noticeable changes in geometry of the unit from previous documentation, the approximate volume of CCR contained in the unit, any appearance of actual or potential weakness in the unit, in addition to any conditions that are disrupting or have the potential to disrupt the operation or safety of the CCR unit, and any other changes which may have affected the stability or operations of the CCR unit since the last inspection.

2.6 Applicability (Groundwater Monitoring and Corrective Action) (\$257.90)

The applicability of the groundwater monitoring and corrective action requirements are the same for both surface impoundments and CCR landfills. The following two paragraphs are the same as presented in Section 9.0 above and were included for purposes of clarity.

No later than October 17, 2017, the facility must have installed the groundwater monitoring system, developed a groundwater sampling and analysis program (including the selection of the statistical procedures to be used for evaluating the data), initiate the detection monitoring program to include eight samples for each background and downgradient wells, and begin evaluating the groundwater data for statistically significant increases over background concentrations. The facility must submit the initial groundwater monitoring and corrective action report by January 31, 2018.

The annual groundwater monitoring report must contain a map showing the unit and all monitoring points, identification of monitoring wells installed or decommissioned during the preceding year and a narrative description of why those actions were taken (may not be applicable to the initial report), a summary including the number of samples collected for analysis for each well, the dates the samples were collected, and whether the sales were required by the detection monitoring or assessment monitoring programs, a narrative discussion of any transition between the monitoring programs and identification of parameters exhibiting statistically significant increases. AEI will complete the initial groundwater monitoring and corrective action report by January 31, 2018.

notably more stringent in 40 CFR Part 257. Since there is no active assessment monitoring program, no costs have been provided in this proposal for services related to the assessment of corrective measures for Unit 2, including a public meeting.

2.12 Selection of Remedy (§257.97)

Selection of a remedy is currently regulated by 35 Ill. Adm. Code 811.325 (derived from 40 CFR 258.57). AEI will review and compare the facility permit, aforementioned regulations for consistency and provide CWLP with the results. Since there is no active assessment monitoring program, and thus no assessment of corrective measures, no costs have been provided in this proposal for services related to the selection of a remedy for Unit 2.

2.13 Implementation of the Corrective Action Program (§257.98)

Selection of a remedy is currently regulated by 35 Ill. Adm. Code 811.326 (derived from 40 CFR 258.58). AEI will review and compare the facility permit, aforementioned regulations for consistency and provide CWLP with the results. Since there is no active assessment monitoring program, and thus no assessment of corrective measures and no selection of a remedy, no costs have been provided in this proposal for services related to the implementation of the corrective action program for Unit 2.

2.14 Criteria for Conducting the Closure or Retrofit of CCR Units (§257.102)

A written closure plan must be prepared describing the steps necessary to close the unit at any point during the active life of the unit. The plan must include, at a minimum, how the unit will be closed, cover design, how performance standards will be met, maximum inventory of CCR, construction schedules and related milestones, etc. The closure plan must be submitted by October 17, 2016.

Unit 2 of the FGDS landfill maintains a closure plan pursuant to 35 Ill. Adm. Code 811.110 which complies with a significant portion of §257.102. AEI will review the existing closure plan and revise accordingly for compliance with §257.102. Subsequent modifications to the closure plan are not part of this proposal.

2.15 Post-Closure Care Requirements (§257.104)

A written post-closure care plan must be prepared describing the steps necessary to close the unit at any point during the active life of the unit. The plan must include, at a minimum, how the unit will be closed, cover design, how performance standards will be met, maximum inventory of CCR, construction schedules and related milestones, etc. The closure plan must be submitted by October 17, 2016.

Unit 2 of the FGDS landfill maintains a closure plan pursuant to 35 Ill. Adm. Code 811.110 that complies with a significant portion of §257.104. AEI will review the existing closure plan and revise accordingly for compliance with §257.104. Subsequent modifications to the closure plan are not part of this proposal.

TABLE 1
Estimated Cost

TABLE 1 (CONT.)

CITY WATER, LIGHT AND POWER - PROPOSAL FOR AMENDED PURCHASE ORDER DO-400-FD-17577

INCORPORATION OF NEW CCR RULES (40 CFR PART 257)

CCR LANDFILL

Task No.	Sub Task	Description	Due Date	Existing PO Cost	Proposal Cost
2.1		Location Restrictions	10/14/2018		
	2.1.1	Placement Above the Uppermost Aquifer			\$2,000
	2.1.2	Wetlands			\$1,250
	2.1.3	Fault Areas			\$600
	2.1.4	Seismic Impact Zones			\$600
	2.1.5	Unstable Areas			\$2,000
2.2		Design Criteria for New CCR Landfill and Any Lateral Expansion of a CCR Landfill	Prior to Construction		\$1,400
2.3		Air Criteria	10/17/2015		\$0
2.4		Run-on and Run-off Controls for CCR Landfill	10/17/2016		\$1,750
2.5		Inspection Requirements for CCR Landfills			
	2.5.1	Weekly Inspection	10/19/2015		\$4,000
	2.5.2	Annual Inspection	1/18/2016		\$3,000
2.6		Applicability	1/31/2018		\$4,000
2.7		Groundwater Monitoring Systems			\$2,250
2.8		Groundwater Sampling and Analysis Requirements			\$1,250
2.9		Detection Monitoring Program			\$1,250
2.10		Assessment Monitoring Program			\$1,250
2.11		Assessment of Corrective Measures			\$800
2.12		Selection of Remedy			\$800
2.13		Implementation of Corrective Action Program			\$800
2.14		Criteria for Conducting the Closure or Retrofit of CCR Units	10/17/2016		\$2,250
2.15		Post-Closure Care Requirements	10/17/2016		\$2,250
2.16		Record Keeping/Notification Requirements/Public Accessible Internet Site Requirements	10/19/2015		\$2,500
TOTAL					\$36,000

COST SUMMARY

Existing P.O. DO-400-FD-17577	\$65,000.00
CCR Surface Impoundments	\$63,000.00
CCR Landfill	\$36,000.00
Total Amended Cost	\$164,000.00

**ANDREWS ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT**

PROJECT INFORMATION (If information is incorrect, please type correct information and initial)

Project Name: Power Plant Ash Impoundments

Project Location: East Lake Shore Drive, Springfield, Illinois

Property Owner: City Water, Light and Power (City of Springfield)

Description of Professional Services:

This PSA is to amend existing Purchase Order DO-400-FD-17577. Professional services include TASK 1 - review and update previous investigations and plans, TASK2 - evaluation of groundwater quality, and TASK 3 - corrective action plan, all contained in the March 17, 2014 letter, and the tasks contained in the main body of the cover letter to this Agreement - dated June 9, 2015, with specific reference to compliance with the recently published 40 CFR Part 257 regulations.

Charges for Professional Services:

Unless specifically indicated otherwise, payment shall be on a time and expense basis in accordance with the Andrews Engineering, Inc. Standard Schedule of Charges for Professional Services in effect at the time the services are performed. A maximum (not to exceed) cost for the subject services is presented as part of this Professional Services Agreement.

CLIENT INFORMATION (If information is incorrect, please type correct information and initial)

Contact Person: Sue Corcoran

Company Name: Environmental Health and Safety, City Water, Light and Power

Street Address: 201 East Lake Shore Drive

City, State, and Zip: Springfield, Illinois 62712

Telephone: (217) 757-8610 (Ext. 1108)

BILLING INFORMATION (If information is incorrect, please type correct information and initial)

Contact Person: Sue Corcoran

Company Name: Environmental Health and Safety, City Water, Light and Power

Street Address: 201 East Lake Shore Drive

City, State, and Zip Code: Springfield, Illinois 62712

Telephone: (217) 757-8610 (Ext. 1108)

ACCEPTED BY:

CITY WATER, LIGHT & POWER

Authorized Signature:

Name and Title (printed or typed):

Date:

James D. Langfelder, Mayor

ANDREWS ENGINEERING INC.

Authorized Signature:

Name and Title (printed or typed):

Date:

Kenneth W. Liss, President

Professional Services will be performed in accordance with the Terms and Conditions on the reverse side.

Agreement No. 2011-127-2

Project Name: Power Plant Ash Impoundments Location: East Lake Shore Drive, Springfield, Illinois

Client/Company Name: City Water, Light and Power (City of Springfield)

CONCEALED CARRY - The CLIENT is a unit of local government; therefore, all persons are prohibited from carrying a concealed weapon(s) onto the CLIENT'S property. Violators will be prosecuted under the law, and the CLIENT may immediately declare the CONSULTANT in default and terminate this Agreement.

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

NON-DELINQUENCY - The CONSULTANT 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.

RIGHT OF ENTRY - CLIENT shall provide for CONSULTANT'S right to enter property owned by CLIENT and/or others in order for CONSULTANT to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the connection of which is not part of this Agreement.

AQUIFER CONTAMINATION - Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling may be a necessary aspect of the work which CONSULTANT will perform on CLIENT'S behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination caused by sampling.

PURCHASE ORDERS - If the CLIENT uses a purchase order as a mechanism to retain the CONSULTANT and there is a contradiction, the terms and conditions of this document shall prevail over those of the purchase order unless specifically agreed upon otherwise.

SUCCESSOR AND ASSIGNS - The CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

CONFIDENTIALITY - The CONSULTANT agrees to hold in confidence all information not in the public record which comes to its knowledge concerning the CLIENT and its operations and not to disclose to others, at any time during or after termination of this Agreement, such information or the results of the CONSULTANT'S activities hereunder without the prior consent of the CLIENT unless required to do so by law.

GOVERNING LAW / VENUE - This Agreement shall be governed in accordance with the Laws of the State of Illinois and the venue for all actions arising under the Agreement shall be the state or federal courts located in Sangamon county, Illinois.

LIMITATION OF FEES - This Agreement does not authorize expenditure of City funds in excess of the amount presented in the attached documents without prior approval by authorized City of Springfield (Illinois) officials as required by statute or applicable rules. The CONSULTANT acknowledges proceeding with work incurring costs in excess of the approval amount prior to approval shall be done at its own risk with no guarantee of payment for the subject exceedences.

COUNTERPART SIGNATURES - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due to execution and delivery of this Agreement.

THIS IS THE END OF THE AGREEMENT

_____ (CLIENT INITIALS)

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AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANDREWS
ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$65,000.00 FOR GROUNDWATER
EVALUATION AND INVESTIGATION AT THE ASH IMPOUNDMENTS
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$65,000.00, to perform a groundwater evaluation and investigation at the ash impoundments, and

WHEREAS, Andrews will: (1) review & update previous evaluations and plans; (2) evaluate groundwater quality; and (3) develop a corrective action plan, and

WHEREAS, these tasks are required by the Illinois EPA as part of its state-wide Ash Impoundment Strategy and Groundwater Monitoring Program, and

WHEREAS, as part of these services, Andrews will assess the extent and nature of impacts to groundwater based on available and ongoing groundwater monitoring results, and

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

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Professional Services Agreement with Andrews in an amount not to exceed Sixty-Five Thousand Dollars and No Cents (\$65,000.00) for a groundwater evaluation and investigation at the ash impoundments.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Professional Services Agreement with Andrews on behalf of the City of Springfield Office of Public Utilities.

Section 3. The City of Springfield Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed Sixty-Five Thousand Dollars and No Cents (\$65,000.00) from 102-400-FD-3272-2306.

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

PASSED: April 14, 2014

SIGNED: April 16, 2014

RECORDED: April 16, 2014

Michael Goodson TG
MAYOR

ATTEST: [Signature]

Approved as to legal sufficiency:

[Signature] 1/3/14
Office of the Corporation Counsel/Dave

Requested by the Office of Public Utilities/Mayor Houston

Project Name: Power Plant Ash Impoundment **Location:** East Lake Shore Drive, Springfield, Illinois
Client/Company Name: City Water, Light and Power (City of Springfield)

TERMS AND CONDITIONS

SCOPE OF SERVICES - Andrews Engineering Inc. (hereinafter called CONSULTANT) shall perform the services described on this Professional Services Agreement. Additional, continuing, or other services requested or approved by the CLIENT but not specifically described in this or another contract document shall also be performed under the terms and conditions of this Agreement. This Agreement may be terminated by either party upon written notice. CONSULTANT will be paid for all services and expenses rendered to the date of termination.

LIMITATION OF SERVICES - The scope of services to be performed by the CONSULTANT shall not include safety engineering, structural, mechanical, and/or electrical design, property boundary surveys, environmental impact reports, research studies, special documentary, special studies, or other services or activities not specifically included in this Project's "Description of Professional Services" or otherwise agreed upon in writing by the CONSULTANT. In addition, the CLIENT shall be responsible for the Project's compliance with local ordinances and other Local, State, and Federal Laws/Regulations and in the securing of all permits and/or licenses pertaining to the Project unless, and to the extent that, such services are specifically included in the Project's "Description of Professional Services" or otherwise agreed upon in writing by the CONSULTANT.

PAYMENT FOR SERVICES - Unless specifically stated otherwise elsewhere in this Agreement, payment for the CONSULTANT's services shall be in accordance with the CONSULTANT'S Standard Schedule of Charges for Professional Services in effect at the time the services are performed and due 30 days from the CONSULTANT'S invoice date. In the event of any disputed invoice, the CLIENT shall notify the CONSULTANT of the nature of the dispute in writing within 21 days of the invoice date. If CLIENT fails to make full payment of an invoice by its due date, CONSULTANT may charge a 1.5% monthly interest charge from the due date on any remaining unpaid balance. Any payment will be credited first to any interest owed and then to principal. Also, after giving seven days written notice to CLIENT, CONSULTANT may suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses and other related charges. CLIENT waives any and all claims against CONSULTANT for any such suspension. Finally, if any costs are incurred by CONSULTANT to secure delinquent payment from CLIENT, (including but not limited to attorney fees and court costs) CLIENT shall reimburse CONSULTANT these costs.

STANDARD OF PERFORMANCE - The standard of care for all professional and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with these services.

SUPPLEMENTAL INFORMATION AND DEFECTS - The CLIENT shall provide the CONSULTANT all information that is known or readily accessible by or to him which may be reasonable and/or necessary for completion of the CONSULTANT'S services. In addition, the CLIENT shall examine the CONSULTANT'S submissions and give written notice promptly to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in this submittal. An appropriate authorized person of the CLIENT shall promptly sign, date, and return to CONSULTANT all permit applications and/or other documents necessary for CONSULTANT to complete its services under this Agreement or to secure payment for them.

OPINIONS OF QUANTITIES, COSTS & TIME - Opinions of quantities, costs, and time which may be provided by the CONSULTANT at the request of the CLIENT or as is appropriate or necessary for a complete submission on behalf of the CLIENT are approximations which may be based upon information provided by others and/or whose actual values may be dependent upon persons or conditions on which the CONSULTANT has little or no control. Therefore, the CLIENT agrees not to construe or use the CONSULTANT'S opinions of probable quantities, costs and time as absolute or exact values.

REUSE OF DOCUMENTS - All Drawings, Specifications, and other product of the CONSULTANT (and CONSULTANT'S independent professional associates and consultants) prepared or furnished pursuant to this Agreement are instruments of service of the Project and the CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. The CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on another project. Any reuse without written verification of adaptation by the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT, or to the CONSULTANT'S independent professional associates or consultants, and the CLIENT shall indemnify and hold harmless the CONSULTANT and the CONSULTANT'S independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

LIABILITY - The CONSULTANT'S liability to the CLIENT for injury or damage to persons, or property arising out of services performed for the CLIENT and for which legal liability may be found to rest upon the CONSULTANT, other than for professional errors and omissions, will be limited to our general liability insurance coverage. An insurance certificate will be furnished upon request. If increased insurance coverage and/or greater responsibility is required by the CLIENT, we, if specifically directed by the CLIENT, will take out additional insurance (if procurable) to protect us, at CLIENT'S expense. We shall not be responsible for property damage from any cause, including fire and/or explosion, beyond the amounts of coverage or our insurance. For any damage on account of any error, omission, or other professional negligence, the CLIENT agrees to limit the CONSULTANT'S liability to the CLIENT and/or any third parties such that the total aggregate liability of the CONSULTANT to all parties shall not exceed the total sum of the engineering fees paid to the CONSULTANT for his services on the Project. Further, the CLIENT agrees to indemnify and hold harmless the CONSULTANT of all liability related to errors, omissions, and negligence of the CONSULTANT, its employees, and agent(s) where the CONSULTANT'S services are terminated prior to the completion of the Project. In the event the CLIENT makes a claim against the CONSULTANT, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by the CONSULTANT defending itself against the claim.

WASTE DISPOSAL CONSULTING - Where the CONSULTANT'S services include review of analysis and/or preparation of paperwork for waste disposal, it shall be the responsibility of the Waste Generator to provide the CONSULTANT with a representative waste sample(s), including taking into account expected variations or a copy of the results of an appropriate analysis, on such a sample. The CONSULTANT'S conclusions and/or paperwork for waste disposal of specific waste stream(s) shall not be construed to relieve the Waste Generator of his responsibility to determine whether the subject waste(s) are defined as "hazardous" by current law or regulation. If the Waste Generator is someone besides the CLIENT, the CLIENT shall include this or a similar clause in an agreement with the Waste Generator or, for purposes of this Agreement, shall assume the responsibilities of the Waste Generator.

CERTIFICATIONS - Regulatory agencies may require certification(s) by a Registered Professional Engineer and/or a Registered Professional Geologist which attest that various aspects of this Project have been developed or constructed in accordance with its approved plan or permit(s). Where the CONSULTANT'S services include providing such certification(s), the CONSULTANT shall make visits to the project site as the CONSULTANT feels necessary during or after construction of the Project to collect samples for required testing and/or to observe the development to evaluate its conformity with the subject approved plan or permit(s). Further, the CONSULTANT shall provide a written report of his observations and required test results to the regulatory agency requesting the certification. However, it shall be understood that the scope of such a report shall be limited to the specific samples tested and/or the actual portions of the development or construction visually observed by the CONSULTANT at the time of his site visit. It shall not constitute acceptance of the work, nor shall it be construed to relieve the Contractor, CLIENT, or Operator from their responsibilities to develop and construct the Project in accordance with its approved plan or permit(s). Further, since the CONSULTANT will not have direct control nor provide continuous scrutiny of the work requiring certification, a favorable CONSULTANT'S report to the regulatory agency shall not be construed as an expressed or implied warranty or guarantee that the work requiring certification is in complete or total compliance with its approved plan or permit(s). In addition, the CLIENT agrees to defend, indemnify, and hold harmless the CONSULTANT from all claims, damages, and expenses including attorney's fees resulting from any party construing such a warranty or guarantee by the CONSULTANT.

CONCEALED CARRY - The CLIENT is a unit of local government; therefore, all persons are prohibited from carrying a concealed weapon(s) onto the CLIENT'S property. Violators will be prosecuted under the law, and the CLIENT may immediately declare the CONSULTANT in default and terminate this Agreement.

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

NON-DELINQUENCY - The CONSULTANT 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.

RIGHT OF ENTRY - CLIENT shall provide for CONSULTANT'S right to enter property owned by CLIENT and/or others in order for CONSULTANT 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 part of this Agreement.

AQUIFER CONTAMINATION - Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydraulic body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling may be a necessary aspect of the work which CONSULTANT will perform on CLIENT'S behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination caused by sampling.

PURCHASE ORDERS - If the CLIENT uses a purchase order as a mechanism to retain the CONSULTANT and there is a contradiction, the terms and conditions of this document shall prevail over those of the purchase order unless specifically agreed upon otherwise.

SUCCESSOR AND ASSIGNS - The CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

CONFIDENTIALITY - The CONSULTANT agrees to hold in confidence all information not in the public record which comes to its knowledge concerning the CLIENT and its operations and not to disclose to others, at any time during or after termination of this Agreement, such information or the results of the CONSULTANT'S activities hereunder without the prior consent of the CLIENT unless required to do so by law.

GOVERNING LAW / VENUE - This Agreement shall be governed in accordance with the Laws of the State of Illinois and the venue for all actions arising under the Agreement shall be the state or federal courts located in Sangamon County, Illinois.

LIMITATION OF FEES - This Agreement does not authorize expenditure of City funds in excess of the amount presented in the attached documents without prior approval by authorized city of Springfield (Illinois) officials as required by statute or applicable rules. The CONSULTANT acknowledges proceeding with work incurring costs in excess of the approval amount prior to approval shall be done at its own risk with no guarantee of payment for the subject expenditures.

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(CLIENT INITIALS)

trends during the background sampling events. Utilizing these data would artificially elevate the background concentrations due to a large standard deviation within the statistical formula. Since the groundwater quality in well AP-6 did not stabilize, additional quarterly data for the subject parameters are being collected through fourth quarter 2013. In order to obtain data representative of background conditions. Once statistically valid data have been collected, revised background concentrations for the referenced parameters will be submitted to the Illinois EPA Bureau of Water. The revisions to the specific background concentrations have not yet been submitted. These background concentrations will be used to further evaluate the site groundwater quality.

Scope of Work

The groundwater quality has been compared to the statistically derived background concentrations. Four parameters potentially associated with the facility impoundments were detected in specific downgradient wells that exceeded the statistically derived background concentrations.

The Illinois EPA requires the completion of additional activities to fully assess the extent and nature of impacts to groundwater, based on available and ongoing groundwater monitoring results. An additional assessment will be necessary to evaluate the extent and nature of effects to the groundwater with respect to four wells, AP-1, AP-2, AP-3, and AW-3. The Illinois EPA recommended that any assessment should address the conditions contained in 35 Ill. Adm. Code 620.250 (Groundwater Management Zone) as well as the pending CCW regulations (R2014-010 [35 Ill. Adm. Code Part 841]).

The Scope of Work and related estimates provided below detail items needed to perform the assessment consistent with 35 Ill. Adm. Code 620.250, the pending CCW regulations, and the Illinois EPA correspondence dated February 20, 2014. It is possible the regulations could be revised pursuant to review by the Pollution Control Board. The pending CCW regulations have integrated sections of the existing, 35 Ill. Adm. Code 620 regulations. Incorporation of 35 Ill. Adm. Code 620.250 within the CCW regulations implies implementation of corrective action as stated in 35 Ill. Adm. Code 620.25 a.1. A groundwater management zone cannot exist without approval and implementation of corrective action.

The tasks listed below are presented in an order that provides pertinent information for completion of the subsequent task necessary to comply with specific sections of 35 Ill. Adm. Code 620, and/or the pending 35 Ill. Adm. Code Part 841 regulations, and/or the Illinois EPA February 20, 2014 correspondence. For purposes of this proposal, it is assumed that corrective action will be required (Task 3). However, without completing Task 2, the necessity of corrective action has not been determined.

Task 1 - Review and Update Previous Investigations and Plans

Pursuant to Section 841.130, the compliance period begins one year from the effective date of the rule. By the beginning of the compliance period, the owner shall conduct a hydrogeologic site characterization, establish background groundwater quality, develop a groundwater monitoring system and groundwater monitoring plan. Pursuant to Section 841.145, previous investigations, plans, and programs can be used for compliance with Section 841.130.

Such investigations and plans have already been submitted to the Illinois EPA. However, consistent with the pending CCW regulations, the investigations and plans must be updated to include all required information identified in the pending regulations. Section 841.200

841, Subpart C (Corrective Action), provides two avenues in the event an exceedance is confirmed: (1) close the unit(s) or (2) perform corrective action. It is assumed that CWLP will not pursue closure of the Impoundment(s); therefore, a Corrective Action Plan will be derived, permitted, and implemented.

The pending CCW regulations state the Corrective Action Plan requires the owner or operator to mitigate impacts to the groundwater and to address impacts to potable water wells. Previous site investigations indicate there are no potable water wells immediately downgradient to the site. Illinois EPA personnel have concurred there are no potable water supply wells in the vicinity (hydraulically downgradient) to the facility. Therefore, mitigation of affected groundwater will be the focus of the Corrective Action Plan.

The Corrective Action Plan will be dependent upon the extent of the effects from the subject parameters and the hydrogeologic characteristics of the affected area. This can be determined either by conducting a contaminant transport model or by conducting a physical subsurface investigation. Given the geometry of the impoundments with respect to the potentiometric surface, including the meandering characteristics of the old creek, the accuracy of the computer model will require additional hydrogeologic information at the lateral model boundaries. This could include installation of additional piezometers to better define the hydrogeologic conditions near the creek and, preferably, across the creek to the west and north. The creek may be a model boundary restricting the distance constituent migration occurs in the downgradient direction. This is advantageous to the site; however, model calibration, including the additional fieldwork described above will be needed. If additional fieldwork will be needed, a physical investigation will likely be more cost effective and more accurate. In addition, considering the time and costs incurred to design and operate a corrective action system, accurate hydrogeologic conditions should be known and not estimated through modeling. A physical investigation can identify the extent of effects as well as obtain additional information that will aid in a potential design of the corrective action system. A probable extent investigation is detailed below.

Andrews Engineering has a substantial history conducting hydrogeologic site investigations and contaminant transport modeling for purposes of regulatory compliance and remediation systems design. A summary of our subject capabilities is provided in Attachment A.

Investigation of Extent

The extent of the affected area will be demarcated by the transition of constituents of concern (COC) concentrations from above the applicable standard/background value to below the applicable value. This transition will be identified based on Geoprobe (dual-wall direct push technology, or similar) borings located along the periphery of the specific affected monitoring wells, which may include areas across the creek (north and/or west). Based on the impoundment geometry with respect to the potentiometric surface, approximately 8 to 10 borings will be needed to define the extent. Each boring shall advance into the deposit most likely to promote constituent migration near the bedrock surface. This will be consistent with the screened intervals of the monitor wells in the current Groundwater Monitoring System. Discrete groundwater samples will be collected and analyzed from each borehole for any COC, as identified in Task 2. One-inch piezometers will be placed in borings where such data are deemed relevant for potential corrective action design. Dependent upon the results, this may need to be implemented in more than one phase. Once the extent has been identified, specific corrective action can be evaluated. Costs have been included in this proposal to conduct an investigation to identify the extent of affected groundwater, which include:

Ms. Sue Corcoran, Engineer II
City Water Light and Power

March 17, 2014
Page 6

Costs

Task 1 – Review and Update Previous Investigations and Plans	\$15,000
Task 2 – Evaluation of Groundwater Quality	\$10,000
Task 3 – Corrective Action Plan	\$40,000

At this stage in the process, including because some tasks depend on the results of tasks not yet performed, the reporting, investigation, and potential corrective action can be taken in more than one direction. All scenarios cannot be addressed in this proposal. As such, the estimated costs are approximate and may change as the process is refined. Proposals and/or estimates can be revised for each task as necessary. Consistent with work conducted previously for CWLP, Andrews Engineering incurs costs on a time-and-materials basis pursuant to our Standard Schedule of Charges for Professional Services (provided in Appendix B). Our Professional Services Agreement for the subject Tasks is contained in Appendix C.

Please contact me with any questions or comments. Thank you for your consideration.

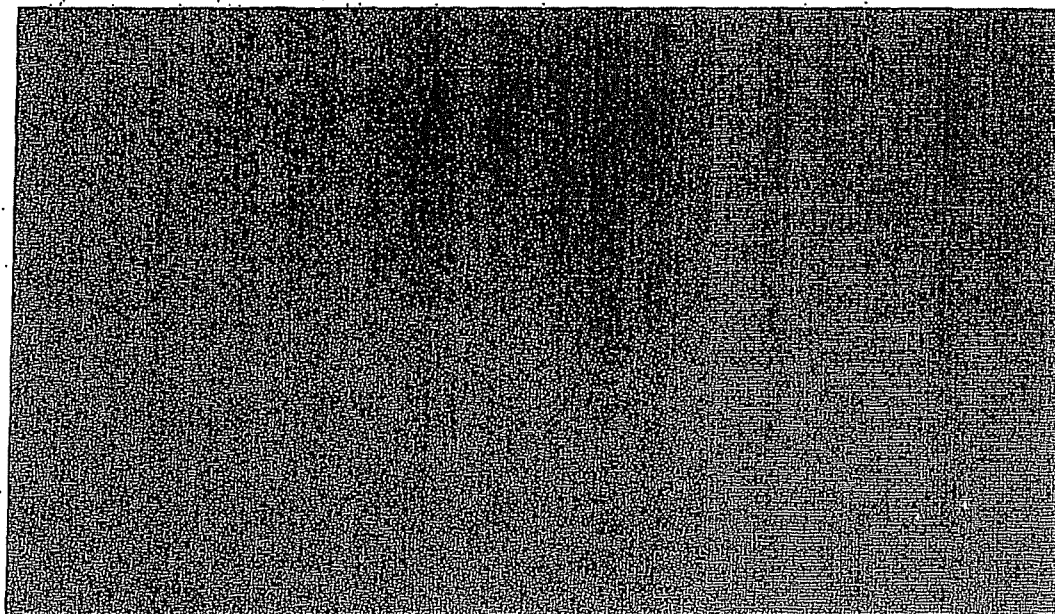
Sincerely,

Brad J. Hunsberger

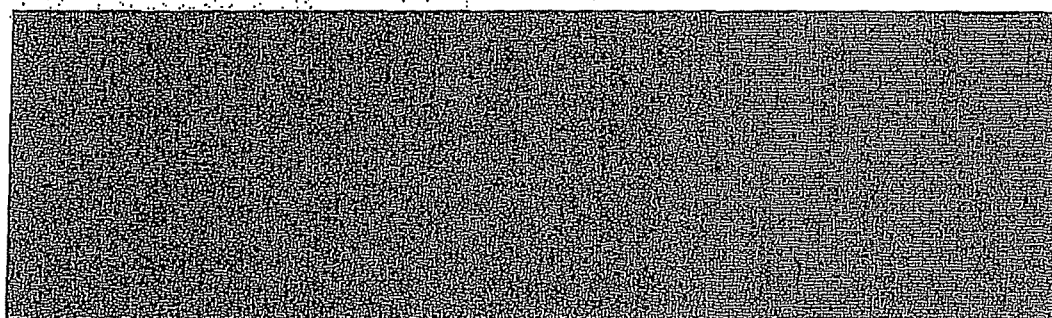
Brad J. Hunsberger, LPE
Director of Hydrogeological Services

BJH:bjh:sjb

Attachment(s)



Hydrogeologic Services



ANDREWS
ENGINEERING INC

3300 Ginger Creek Drive
Springfield, Illinois 62711
(217) 787-2334
www.andrews-eng.com

3300 Ginger Creek Drive • Springfield, Illinois 62711 • (P) 217.787.2334 • (F) 217.787-9495
www.andrews-eng.com

STATEMENT OF CAPABILITIES

Executive Summary

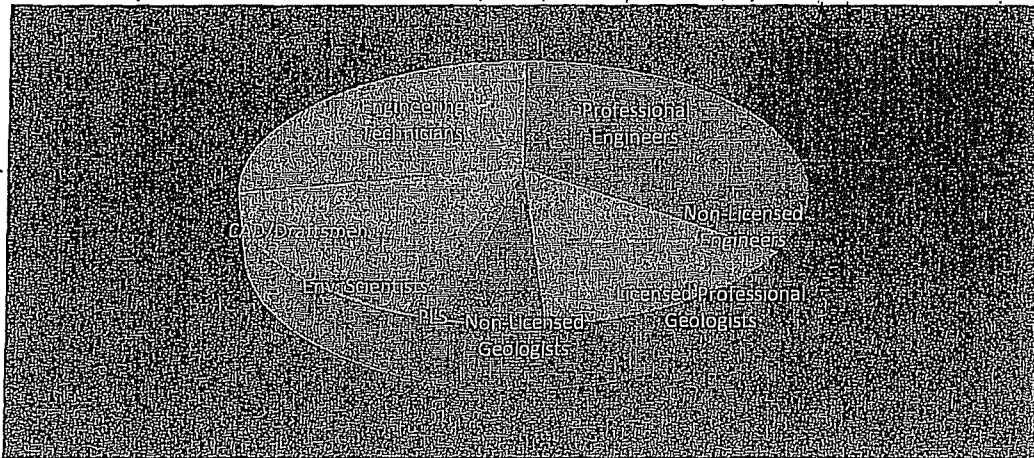
Andrews Engineering, Inc. (AEI) appreciates this opportunity to submit a Statement of Capabilities for hydrogeologic services to **City Water, Light and Power** of Springfield, Illinois. This brief overview highlights our firm's geologic and hydrogeologic services and is not intended to be all-inclusive of AEI's full service capabilities. For more information about the full range of services AEI provides, we invite you to contact the AEI representative shown below, who serves as your primary point of contact for this submission.

Brad J. Hunsberger, L.P.G.
Director of Hydrogeological Services
3300 Ginger Creek Drive
Springfield, IL 62711
(217) 787-2334
bhunsberger@andrews-eng.com

As Director of AEI's Hydrogeological Services area, Mr. Hunsberger is able to answer any questions you may have concerning the firm's background and experience in this and other areas of the firm's service capabilities.

AEI brings a strong background in assisting companies with civil and environmental engineering design, permitting and construction management/oversight services on a wide range of projects. We are proud to be a current consultant to CWLP and look forward to continuing our professional relationship with your organization.

The following chart provides a visual overview of our professional/technical staff composition.



OUR COMMITMENT TO CLIENTS

Our Commitment to Health & Safety

AEI is committed to and maintains an excellent record for safety and health practices as part of our overall project approach. The firm currently boasts an Experience Modification Rate (EMR) of 0.85. We maintain a company-wide health and safety plan that is routinely monitored by an internal Safety Committee as well as on-staff safety professionals. Our staff members regularly update required OSHA, MSHA and other safety training, as well as attend monthly staff safety meetings. AEI also performs Job Hazard Analysis for each job in order to ensure staff and subcontractors are qualified to perform task requirements. This information is used to create job- and site-specific health and safety plans and to monitor job safety over the course of a project.

AEI provides engineering and environmental services to the federal government and many large national and international clients. These entities have internal oversight agencies and third-party administrators to evaluate contractor information such as health and safety, insurance, training and recordkeeping and other information to assure that contractors meet stringent internal and government requirements. AEI has successfully completed compliance record management and reporting reviews with federal government oversight agencies, ISNetwork, Browz, and other companies retained by our clients for evaluation purposes.

Overview of Hydrogeologic Services

AEI is a well-qualified, full service civil and environmental consulting firm with extensive and wide-ranging hydrogeologic experience. AEI employs an experienced staff of geologists, hydrogeologists, and environmental scientists who provide an array of geologic and hydrogeologic services for environmentally sensitive sites, including solid waste disposal facilities, solid waste management units, industrial/manufacturing and agricultural production facilities, energy production facilities, surface and subsurface mine facilities and RCRA, CERCLA, UST/LUST sites. Our expertise includes regulatory compliance support for clients through program planning, permit application and work plan development, and field implementation.

AEI provides stand-alone and integrated geologic/hydrogeologic services that include, but are not limited to:

- Hydrogeologic Computer Simulations (Modeling)
- Subsurface Investigations, Studies & Reporting
- Groundwater Risk Assessment
- Groundwater Monitoring Plan Design
- Geophysical Remote Sensing and Site Investigation Services
- Seismic Designs, Soundings and Studies
- Karst Investigations
- Soil/Rock Boring Program Planning & Development
- Borehole Logging and Oversight
- Groundwater Monitoring Well Installation Oversight
- Gas Monitoring Probe Installation Oversight
- Soil Studies
- Data Management Services

Our expertise includes design of subsurface investigations, groundwater modeling, field classification of soil and rock, aquifer characterization, oversight of monitoring well installation and other subsurface detection devices and the design and implementation of various types of monitoring programs.

Our Approach to Computer Modeling

AEI is experienced with a wide range of groundwater models. The selection of which model to utilize is dependent upon the client's goals, and the site's hydrogeologic conditions.

Under some circumstances, a simple one-dimensional model such as POLLUTE will be sufficient. Typically, a two-dimensional model will be necessary. We use the model MIGRATE for most two-dimensional model scenarios.

AEI also uses more complex models that provide more flexibility and accuracy. Under certain conditions, using these more complex models can mean the difference between showing compliance with water quality standards and exceeding those standards. When necessary, MODFLOW and the associated fate and transport programs are used. The MODFLOW program was developed by the U.S. Geological Survey for the general simulation of groundwater systems. The program is versatile in that it can handle a very broad variety of problems, but it is also flexible in that features that are not part of a system need not be included in the model. MODPATH operates on the output of a MODFLOW simulation to find the associated flowpaths and travel times. MT3D is a companion program that calculates the fate and transport of solutes that are dissolved in the groundwater. MODFLOW, MODPATH, and MT3D are core programs in the Visual-MODFLOW® package available from Waterloo Hydrogeologic, Inc.

Additionally, AEI utilizes the model VS2DT to simulate transport through unsaturated media. Many sites and/or waste units are located above the potentiometric surface of the water-bearing zone. Illinois regulations and policy require the unsaturated zone to be modeled as saturated unless appropriate models are utilized. This is overly conservative and many times leads to predicted exceedences of groundwater quality standards. Utilization of an unsaturated flow model can make the difference between predicted compliance or exceedence of the standard.

At sites where a detailed baseline risk assessment becomes necessary, AEI's approach allows the risk assessment to be as site-specific and realistic as possible, focusing only on contaminants posing the greatest potential for adverse health and environmental effects at a site. This approach allows cleanup issues to be clearly defined within the context of the site, rather than on generic assumptions that lead to overprotective cleanup solutions.

Using the risk-based, decision-making framework provides decision-makers with the information necessary to answer the three primary questions of the cleanup process: (1) Is remediation needed? (2) What residual level of contamination can remain on site? and (3) Is a particular option effective in reducing risks to public health and the environment?

Risk Assessment Investigations

AEI assists owners and operators of commercial and industrial facilities in evaluating and fulfilling their environmental responsibilities. Our risk assessment investigations define the probable impact to the environment or to humans as a result of exposure to any contaminants of concern. These risk assessments are used to develop the scope of remediation at the site and/or closure of the site as it relates to the actual health and environmental risks that exist.

AEI professionals can provide environmental risk assessment and toxicology services for our clients. These services include:

- Assessments of Human Health and Ecological Effects
- Evaluation of Hazardous Waste Fate and Transport
- Establishment of Health Based Clean-Up Goals
- Development of Applicable or Relevant and Appropriate Requirements
- Provide Expert Testimony, as needed

The concise risk assessment document compiles and synthesizes the data from the investigation and presents a description of the hydrogeologic environment and extent of soil and groundwater impacts. Recommendations regarding the need for remedial action, if necessary, are plainly and concisely presented to the client. The information obtained during the site investigation is evaluated and describes the hydrogeologic environment and the extent of soil and groundwater impacts at the site. These documents can be utilized as legal and public meeting briefing documents.

Representative Projects

AEI has conducted groundwater flow and/or fate and transport modeling for a variety of project locations throughout the nation. Many of these sites required several models, each dependent upon the number of water-bearing zones and liner configurations. We have provided several representative projects highlighting the firm's modeling experience below. If more information about our extensive experience in this area is desired, we invite you to contact your AEI representative for more details.

Site: Confidential Waste Disposal Facility / Central Illinois
Client: Confidential Client

AEI is responsible for quarterly groundwater evaluations and surface methane scans at this waste disposal facility. The firm was contracted to conduct a corrective action measures assessment to evaluate boron exceedences in certain monitoring wells resulting from a former ash pond located within a permitted solid waste unit at the site. We performed three phases of field investigations to define the extent of contamination. The information was used to conduct a three-dimensional integrated flow model using MODFLOW and a fate transport model using MT3D. The flow model accounted for a major drainage ditch running through the site affecting the upper layers of the flow model. The model results were used to propose a corrective action program for the site to the Illinois EPA, which is currently under review with the Agency.

Site: Peoria Disposal Hazardous Waste Site / Peoria, Illinois
Client: Peoria Disposal Company

AEI provided consulting services pertaining to the hydrogeologic aspects of the proposed expansion application for this hazardous waste site in Peoria, Illinois. This included peer review of the hydrogeologic report and groundwater monitoring programs completed by Peoria Disposal personnel. Andrews Engineering personnel utilized the HELP program to determine the expected flux of leachate through the landfill liner. Staff also completed the contaminant transport model utilizing VS2DT to simulate solute movement through the Vadose zone and saturated media. A three-dimensional MODFLOW + MT3D model was used to simulate flow within the aquifer. Andrews Engineering personnel provided expert testimony to the Peoria County board pertaining to the existing site hydrogeology, simulated solute movement, and groundwater and leachate chemistry.

Site: Livingston Landfill / Pontiac, Illinois
Client: Republic Services, Inc.

AEI conducted several groundwater impact assessments that included contaminant transport models of the landfill site using MODFLOW, MODPATH, and MT3D. Multiple liner and aquifer configurations were encountered at this site. The models showed the importance of the numeric value assigned to the molecular diffusivity in predicting the likely environmental impact of the landfill. This was resolved with an innovative evaluation of cores of in-situ clay from directly beneath the landfill wastes (*MSW Management, Barrows and Hunsberger, 2004*). The project resulted in a five-year permit extension and a 100-acre expansion of the waste disposal area. The full article outlining this modeling work is available upon request.

Key Personnel

Name: Kenneth W. Liss, L.P.G.
Position: Vice President of Operations
Springfield Office Director

Mr. Liss is a seasoned licensed professional geologist with 30 years of regulatory and environmental consulting experience. In his role as Vice President of Operations and Director of AEI's Springfield office, Mr. Liss has served as principal and program manager on many large-scale solid waste and environmental/remediation projects undertaken by the firm. His expertise in groundwater and geologic investigations includes providing peer reviews and expert witness testimony for hydrogeologic investigations, groundwater monitoring programs and groundwater impact assessments.

Mr. Liss has significant experience with regulatory matters. Prior to his joining the firm, he was the manager of the Groundwater Assistance Unit in the Permit Section of Bureau of Land at the Illinois Environmental Protection Agency (Illinois EPA). His experience includes permitting for hazardous and non-hazardous facilities and determining appropriate responses to environmental impacts.

Mr. Liss has held both technical and administrative roles in the development of new legislation and rule making at the state level. These roles have included preparation of dockets for risk-based decision making (TACO), utility coal combustion wastes, and modification to existing non-hazardous landfill rules, the Part 620 groundwater rules, and corrective action/remediation programs. He was appointed to the first Board of Licensing for Professional Geologists in Illinois and was also an expert witness for the Illinois EPA as part of enforcement, rule-making and public hearing proceedings.

He is also currently under appointment from the Illinois Governor's office to the Illinois Site Remedial Advisory Committee (SRAC) where he serves as both a member and Ethics Officer. In that capacity, he is still actively involved in the development of policies and regulations for the waste industry in the state of Illinois.

Name: Bradley J. Hunsberger, L.P.G.
Position: Director of Hydrogeological Services

Mr. Hunsberger has over 26 years of experience in solid waste management consulting in Illinois. He is responsible for all aspects of the design, permitting, and implementation of hydrogeologic site investigations and studies at environmentally sensitive sites, including solid waste disposal facilities, Brownfield areas, Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) sites, industrial facilities and agri-chemical facilities. His expertise includes field classification of soil and rock, aquifer characterization, computer modeling for fate and contaminant transport, design and implementation of various types of monitoring programs, as well as remedial investigation and design. Mr. Hunsberger has also provided expert testimony pertaining to hydrogeologic investigations for solid waste disposal facilities, groundwater monitoring programs, and contaminant transport modeling.

ATTACHMENT B

Standard Schedule of Charges for Professional Services



- 2014 STANDARD SCHEDULE OF CHARGES FOR PROFESSIONAL SERVICES -

TECHNICAL SERVICES (Continued)

SUPPORT STAFF

CAD Technician I.....	\$69.00
CAD Technician II.....	\$84.00
CAD Technician III.....	\$95.00
Engineering Technician I.....	\$63.00
Engineering Technician II.....	\$72.00
Engineering Technician III.....	\$78.00
Engineering Technician IV.....	\$89.00
Technical Aide I.....	\$38.00
Technical Aide II.....	\$45.00
Technical Aide III.....	\$52.00
Technical Aide IV.....	\$65.00
Survey Crew Chief.....	\$89.00
Staff Assistant I.....	\$35.00
Staff Assistant II.....	\$40.00
Staff Assistant III.....	\$52.00
Staff Assistant IV.....	\$59.00
Technical Assistant I.....	\$55.00
Technical Assistant II.....	\$67.00

EXPENSES

For expenses incurred directly related to the Project, the CONSULTANT will be paid at cost plus ten percent (10%) for travel, lodging, and other related travel expenses or a per diem. Miscellaneous expenses and outsourced printing/reproduction will also be billed at cost plus ten percent (10%). Other direct project related expenses, such as express/shipping, etc. will be billed at cost. Mileage will be billed at fifty-seven cents (57¢) per mile – subject to possible daily minimums and a fuel surcharge if gas prices surge significantly. Computer charges for CAD and modeling will be \$10.00/hr.

SUBCONTRACTUAL SERVICES

For services rendered by others under Subcontract to the CONSULTANT, the CONSULTANT will be paid at Cost plus fifteen percent (15%).

BILLING AND PAYMENT SCHEDULE

The CONSULTANT'S services under this Schedule will be billed monthly for services rendered during the preceding month. Payment for said service is due within thirty (30) days. A Finance Charge (Late Fee) of one and one-half percent (1.5%) per month, which is an annual percentage rate of eighteen percent (18%), will be added to delinquent accounts.

NOTES:

1. Testing and Equipment Rates and Miscellaneous Charges are available upon request.
2. A premium rate of one and one-half (1.5) times the regular rate shown will be billed for services rendered on Sundays, Holidays and Holiday weekends.
3. A surcharge of twenty percent (20%) will be added for expert witness testimony and preparation for testimony.
4. Certain specialty services may be subject to minimum charges.
5. This schedule of charges is subject to change without notice.



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

MEMORANDUM

TO: Tracy Pedersen

FROM: Jay Wavering

DATE: March 24, 2014

SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet approving an agreement and authorizing payment to Andrews Engineering, Inc. for engineering services for groundwater evaluation and investigation of the ash compound in an amount not to exceed \$65,000.00 for the Office of Public Utilities, Electric 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.

138 4 14

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

~~OBM FACT SHEET~~ Ordinance Request Form

- ☐ CONTRACTS BETWEEN \$5,000 AND \$15,000
☒ CONTRACTS \$100,000 AND UNDER
☐ PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
☐ CONTRACT MODIFICATION WITHIN 10%
☐ FUNDING APPROVAL FOR MULTI YEAR CONTRACT



ORIGINATOR: P.J. Becker // Sue Corcoran	DATE: March 18, 2014
DEPARTMENT: Environmental Health & Safety	CONTACT PERSON: Tracy Pedersen
TYPE OF CONTRACT: Professional Services	PHONE NUMBER: 789-2116, Extension 2626
CONTRACT INDEX # :	FISCAL IMPACT: \$65,000.00

DESCRIPTION / JUSTIFICATION:

A groundwater evaluation/investigation at the ash impoundments.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E., CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

Attached is a Professional Services Agreement from Andrews Engineering, Inc.

CONTRACTOR / VENDOR NAME: Andrews Engineering, Inc.		VENDOR NO: VC0000001936
CONTRACT TERM: 1 Year		CHANGE IN SCOPE: ☐ YES ☐ NO
CONTRACT AMOUNT: \$65,000	CHANGE ORDER # :	ADDITIONAL AMOUNT:
METHOD OF PURCHASE (CHECK ONE) ☐ LOW BID ☐ ONLY BID ☐ LOW BID MEETING SPECIFICATIONS ☐ PROPOSALS: LOW - ONLY - LOW EVALUATED ☐ SOLE SOURCE ☒ PROFESSIONAL SERVICES ☐ STATE CONTRACT ☐ OTHER		PREVIOUS ORDINANCE #'s: IS PURCHASING AGENT APPROVAL REQUIRED: ☐ YES ☐ NO

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

EXPENDITURE					
FUND	DEPT	UNIT	ACTIVITY	OBJECT	AMOUNT
102	400	FD	3272	2306	\$65,000.00

SUPERVISOR(s) APPROVAL (Initials Only)

3/19/14
RECEIVED

GENERAL MANAGER:

DATE
MAR 20 2014

FUNDS CHECKED BY:

DATE

CITY PURCHASING AGENT:

DATE

COMMODITY CODE: 92546

OBM DIRECTOR SIGN OFF: _____

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 07-07-15

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: \$99,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: Existing staff will coordinate contractual engineering services with the vendor.

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: 102-400-FD-3272-2306

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

PRIOR ORDINANCE INFORMATION: 138-04-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Andrews Engineering, Inc.

CONTRACT AMOUNT: \$ 65,000.00

(Original Amount if Change Order)

CONTRACT TERM: until completion

TYPE OF AWARD: Professional Services

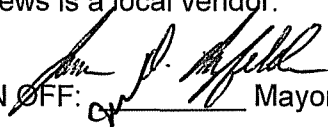
CHANGE IN SCOPE X Y N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 99,000.00

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 for additional engineering services & increased funding.

Ordinance 138-04-14 approved an agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed \$65,000.00 for evaluation and investigation at our ash impoundments regarding state Coal Combustion Waste ("CCW") regulations. Since then, the federal government has published Coal Combustion Residuals ("CCR") regulations regarding ash impoundments. The CCW regulations & CCR regulations overlap, thereby making it more efficient & cost effective to modify the scope of the original agreement to also include evaluation of the CCR regulations. This ordinance approves an amended consulting services agreement with Andrews, and also authorizes an additional \$99,000.00 for the extra services for a total amount not to exceed \$164,000.00.

Andrews is a local vendor.

SIGN OFF:  Mayor's Office

 OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.