



SPRINGFIELD CITY COUNCIL MEETING

Wednesday, August 5, 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

2015-251 AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$8,705.00 FOR THE SPRINGFIELD FIRE DEPARTMENT **(Requested by Mayor James O. Langfelder)**

2015-252 AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT #15-13-04 FROM THE ILLINOIS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,491.00 FOR THE SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (STEP) LABOR DAY IMPAIRED DRIVING NATIONAL ENFORCEMENT CRACKDOWN CAMPAIGN AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,491.00 FOR FY16 FOR THE SPRINGFIELD POLICE DEPARTMENT **(Requested by Mayor James O. Langfelder)**

2015-253 AN ORDINANCE APPROVING THE PLAN FOR THE LARGE SCALE DEVELOPMENT OF LOTS 3, 4, AND 5 IN COBBLESTONE ESTATES, 25TH ADDITION, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-254 AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW 16-06-32 WITH KINNEY CONTRACTORS, INC. FOR THE 2016 CONCRETE PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED \$471,105.00 FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-255 AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WOOLSEY, A CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 14-WC-38913 **(Requested by Mayor James O. Langfelder)**

2015-256 AN ORDINANCE AUTHORIZING AN EXTENSION OF A CONTRACT WITH, AND ADDITIONAL PAYMENT OF \$650,000.00 TO, CORESOURCE, INC. TO SERVE AS THIRD PARTY ADMINISTRATOR AND UTILIZATION MANAGEMENT FIRM FROM MARCH 1, 2016, THROUGH FEBRUARY 28, 2017, FOR THE OFFICE OF HUMAN RESOURCES **(Requested by Mayor James O. Langfelder)**

2015-257 AN ORDINANCE AUTHORIZING AN EXTENSION OF A CONTRACT WITH, AND ADDITIONAL PAYMENT OF \$95,000.00 TO, ASSURANCE AGENCY, LTD TO SERVE AS THE CITY'S HEALTH INSURANCE CONSULTANT FROM MARCH 1, 2016, THROUGH FEBRUARY 28, 2017, FOR THE OFFICE OF HUMAN RESOURCES **(Requested by Mayor James O. Langfelder)**

2015-258 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE16-05-22 – ROADWAY LIGHTING AND ACCESSORIES WITH FLETCHER-REINHARDT COMPANY AND POWER LINE SUPPLY COMPANY IN AN AMOUNT NOT TO EXCEED \$1,500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-259 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE16-05-19 – ASH SWEEPER AND SONIC HORN EQUIPMENT WITH INTEGRATED GLOBAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$145,332.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-260 AN ORDINANCE DECLARING SALVAGED ELECTRIC METERS AS SURPLUS PROPERTY, AND ACCEPTING THE BID AND AUTHORIZING CONTRACT UE16-06-30 – SALE OF SALVAGED ELECTRIC METERS WITH PACIFIC TRADING AND RECYCLING, LLC IN THE AMOUNT OF \$11,550.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-261 AN ORDINANCE APPROVING APPOINTMENTS TO THE SPRINGFIELD ECONOMIC DEVELOPMENT COMMISSION **(Requested by Mayor James O. Langfelder)**

2015-262 AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH SPRINGFIELD HOUSING AUTHORITY TO ENSURE THAT PAYMENTS IN LIEU OF TAXES (PILOT) ARE MADE BY THE VILLAS AT VINEGAR HILL, LP **(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)**

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)(Return to Committee on 7/21/15)**

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

PUBLIC SAFETY

2015-263 AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH SANGAMON COUNTY, ILLINOIS, TO REALLOCATE FUNDS RECEIVED IN CONNECTION WITH THE 2015 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (#2015-H2396-IL-DJ) FROM THE U.S. DEPARTMENT OF JUSTICE **(Requested by Mayor James O. Langfelder)**

2015-264 AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 REGARDING SCHOOL SAFETY OFFICERS FROM AUGUST 20, 2015, THROUGH JUNE 8, 2016 **(Requested by Mayor James O. Langfelder)**

PUBLIC WORKS

2015-266 AN ORDINANCE APPROVING THE PLAN FOR THE LARGE SCALE DEVELOPMENT OF CONCORDIA VILLAGE PHASE 4 INCLUDING THE ACCEPTANCE OF RIGHT-OF-WAY FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-267 AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.157(l) PERTAINING TO RESTRICTION OF ACCESS FOR CONCORDIA VILLAGE PHASE 4 LARGE SCALE DEVELOPMENT FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-268 AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DEED OF DEDICATION FOR RIGHT-OF-WAY FROM SRW ILLINOIS, LLC, FOR COLT ROAD AT MUSTANG COURT **(Requested by Mayor James O. Langfelder)**

2015-269 AN ORDINANCE REGARDING THE VARIANCE REQUEST OF SECTION 153.157(l) PERTAINING TO RESTRICTION OF ACCESS IN WABASH COMMERCIAL PARK FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-270 AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN OF WABASH COMMERCIAL PARK FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-271 A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$928,522.00 MAY BE USED FOR THE STANFORD AVENUE EXTENSION PROJECT, MFT SECTION 12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-272 AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR JOB NO. C-96-229-12, PROJECT NUMBER M-5146(086) AND MFT SECTION NUMBER 12-00467-01-PV, FOR THE STANFORD AVENUE EXTENSION PROJECT FROM THE EAST SIDE OF FOX BRIDGE ROAD TO THE WEST SIDE OF TAYLOR AVENUE, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

2015-273 AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$228,322.00 TO, HANSON PROFESSIONAL SERVICES INC., FOR CONSTRUCTION ENGINEERING SERVICES FOR THE STANFORD AVENUE EXTENSION PROJECT FROM FOX BRIDGE ROAD TO TAYLOR AVENUE, MFT SECTION 12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS **(Requested by Mayor James O. Langfelder)**

GENERAL CITY BUSINESS

2015-265 AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.002, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO DEBTS OWED TO THE CITY **(Requested by Alderman Chuck Redpath, Alderman Kris Theilen, Alderman Jim Donelan and Alderman Ralph Hanauer)**

CWLP

2015-274 AN ORDINANCE AMENDING CHAPTER 96 OF THE 1988 SPRINGFIELD CITY CODE OF ORDINANCES, AS AMENDED, BY ADDING SECTION 96.089 PERTAINING TO LAKE SPRINGFIELD MARGINAL PROPERTIES **(Requested by Alderman Chuck Redpath)**

2015-275 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE16-05-24 – UNDERGROUND ELECTRIC COMPONENTS WITH FLETCHER-REINHARDT COMPANY IN AN AMOUNT NOT TO EXCEED \$650,000.00 FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-276 AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT UE16-06-34 – BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH REX D. EVANS AKA EVANS CARTAGE TRUCKING, BEELMAN TRUCK CO., AND DONLEY TRUCKING, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE ELECTRIC DIVISION FOR OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-277 AN ORDINANCE AUTHORIZING PAYMENT OF ANNUAL BANK SERVICE FEES IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO ILLINOIS NATIONAL BANK FOR BANKING SERVICES THROUGH JUNE 30, 2016, FOR THE FINANCE DIVISION FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-278 AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ENVIROVAC WASTE TRANSPORT SYSTEMS, INC. FOR REMOVAL AND BENEFICIAL REUSE OF SYNTHETIC GYPSUM FOR THE OFFICE OF PUBLIC UTILITIES **(Requested by Mayor James O. Langfelder)**

2015-279 AN ORDINANCE APPROVING AN AMENDMENT TO A TELECOMMUNICATIONS AGREEMENT WITH MEMORIAL HEALTH SYSTEM FOR 3132 OLD JACKSONVILLE ROAD 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
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."

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH SANGAMON COUNTY, ILLINOIS, TO REALLOCATE FUNDS RECEIVED IN CONNECTION WITH THE 2015 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (#2015-H2396-IL-DJ) FROM THE U.S. DEPARTMENT OF JUSTICE

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 will apply for grant funds under the 2015 Byrne Justice Assistance Grant Program through the U.S. Department of Justice; and

WHEREAS, the City and Sangamon County, Illinois, (the "County") desire to execute a Memorandum of Understanding ("MOU") to allocate 65% of any funds received from said grant to the City and 35% to the County; and

WHEREAS, if awarded, the County's portion of the funds will amount to approximately \$36,327.00 and

WHEREAS, the City finds that execution of this MOU is in the best interest of the City, that the undertaking will benefit the public, and that the proposed division of costs fairly compensates the parties for the services or functions under this MOU; and

WHEREAS, a copy of the MOU is on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a Memorandum of Understanding with Sangamon County, Illinois, regarding reallocation of U.S. Department of Justice 2015 Byrne Justice Assistance Grant #2015-H2396-IL-DJ. The Mayor and City Clerk are hereby authorized to execute the Memorandum of Understanding and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized and to make payment to Sangamon County, Illinois, in an amount equal to 35% of any grant funds received from the U.S. Department of Justice 2015 Byrne Justice Assistance Grant.

Section 3: 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

GMS APPLICATION NUMBER 2015-H2396-IL-DJ

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPRINGFIELD

AND

SANGAMON COUNTY, ILLINOIS

This Agreement is made and entered into this ____ day of July, 2015, by and between the City of Springfield, Police Dept. hereinafter referred to as "City," and the County of Sangamon, Sheriff's Office hereinafter referred to as "County," both of Sangamon County, Illinois, witnesseth:

WHEREAS, the City and the County find that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the parties for the services or functions under this Agreement; and

WHEREAS, the City and the County believe it to be in their best interests to reallocate the 2015 Byrne Justice Assistance Grant (JAG) Program Award Funds; and

WHEREAS, the City agrees to provide the County Thirty-Five percent (35%) of the total amount of funds received from the 2015 JAG award;

NOW THEREFORE, the City and County agree as follows:

Section 1

The City agrees to pay to the County a total of 35% of JAG Award funds received.

Section 2

The County agrees to use the JAG funds for the purpose Law Enforcement as outlined in the Justice Assistance Grant application information.

GMS APPLICATION NUMBER 2015-H2396-IL-DJ

Section 3

Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6

This Agreement shall not be modified except by signed, written agreement of the parties hereto.

City of Springfield

James O. Langfelder, Mayor

County of Sangamon



Andy Van Meter, Chairman

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: SPDGrants2015.1

DATE OF 1ST READING: _____

OFFICE REQUESTING: Police DepartmentCONTACT PERSON: Deputy Chief Dyle StokesPHONE NUMBER: 788-8331EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: M.O.U. AgreementFISCAL IMPACT: \$ 36,327.00

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

SUGGESTED TITLE:

An ordinance authorizing the City of Springfield, Springfield Police Department to enter into a "Memorandum of Understanding" Agreement with Sangamon County Sheriff's Office. The U.S. Dept. of Justice requires an M.O.U. to be in place for the grant, for the Springfield Police Department.

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

Memorandum of Understanding

JAG 12 Project Identifier

CONTRACTOR / VENDOR NAME

VENDOR NO:

CONTRACT TERM: FY2015 JAG GrantChange in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:

Previous Ord #'s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

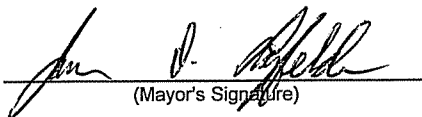
CITY PURCHASING AGENT:

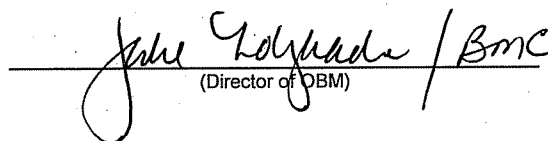
Date:

COMMENTS

This ordinance will authorize the City of Springfield, Springfield Police Department and Sangamon County Sheriff's Office, to enter into a "Memorandum of Understanding" agreement as defined and required by the U.S. Department of Justice Grant (JAG). The Memorandum of Understanding serves as the agreement that the City of Springfield, Springfield Police Department will serve as the applicant and fiscal agent for the joint funds. The M.O.U. is required to be signed by both parties and submitted to the U.S. Dept. of Justice. When the grant is awarded a separate ordinance will be processed accepting the grant award, funding and authorization for payment to Sangamon County Sheriff's Office. Grant Application # 2015 -H2396-IL-DJ will be also know as "JA12" The total award is \$103,792.00.00, whereas the Springfield Police will receive \$67,465.00 and Sangamon County will receive \$36,327.00 per this agreement.

SIGN OFF:


(Mayor's Signature)


(Director of BOM)

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 REGARDING SCHOOL SAFETY OFFICERS FROM AUGUST 20, 2015, THROUGH JUNE 8, 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, the City of Springfield operates a Police Department under the direction of the Chief of Police; and

WHEREAS, Springfield School District No. 186 desires to use the services of specially trained police officers in certain schools to promote safety and security and establish positive working relationships between students, staff and the law enforcement community; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an intergovernmental agreement with the Board of Education of Springfield School District No. 186 for reimbursement to the City of Springfield for four school safety officers assigned to work at Lanphier, Southeast and Springfield High Schools from August 20, 2015, through June 8, 2016; and

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

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

WHEREAS, revenue for these services is estimated to be \$228,054.00 from August 20, 2015, through June 8, 2016.

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 the Intergovernmental Agreement with the Board of Education of Springfield School District No. 186 regarding School Safety Officers from August 20, 2015, through June 8, 2016.

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

Section 3: That the Office of Budget and Management is hereby authorized to deposit reimbursement monies for these services into Account Number 001-112-POLC-POPR-0256.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder



Office of Corporation Counsel / Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND
THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186
REGARDING SCHOOL SAFETY OFFICERS FOR THE TERM OF AUGUST 20, 2015
THROUGH JUNE 8, 2016.**

THIS AGREEMENT is effective as of the 20th day of August, 2015, between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation in the State of Illinois acting by and through its Police Department (hereinafter, the "City"), and the **BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186**, a body politic and corporate of the State of Illinois (hereinafter, the "District").

WITNESSETH:

WHEREAS, the City and the District (collectively, the "Parties") are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act, the Parties may enter into contracts to perform any governmental activity or undertaking which either party is authorized by law to perform; and

WHEREAS, the City operates a Police Department under the direction of the Chief of Police (the "Chief"); and

WHEREAS, the District desires to use the services of specially trained police officers of the City ("School Safety Officers") in Lanphier High School, Southeast High School and Springfield High School (collectively, the "Schools") to promote safety and security and establish positive working relationships between students, staff and the law enforcement community.

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

Section 1. Purpose. The purpose of this Agreement is for the City to assign School Safety Officers to work in the Schools, to establish the duties and responsibilities of the School Safety Officers, and to establish compensatory and operational guidelines associated therewith.

Section 2. School Safety Officers. The City and the District agree that:

A. The Chief shall select and assign one (1) School Safety Officer to Lanphier High School, Southeast High School and Springfield High School for service for the 2015-16 School Year, commencing on August 20, 2015, and ending on June 8, 2016, during regular school hours. The School Year includes all rescheduled school days resulting from emergencies such as snow.

B. Each School Safety Officer shall be selected, supervised and instructed to perform in accordance with the following description of services:

1. Promote security and safety in the school environment;

2. Assist school principal in developing and maintaining security and emergency plans for the school;
3. Monitor school building and grounds;
4. Assist school administrators in disciplinary matters as directed by the principal;
5. Perform such other duties related to security and safety, including investigation of suspected criminal; or District disciplinary code misconduct as directed by the principal.

C. Regular school hours shall consist of no more than eight (8) hours unless otherwise mutually agreed to by both the City and the District. The Parties acknowledge that the School Safety Officer will generally perform services hereunder on and about the assigned school grounds, and further acknowledge that such duties may require court appearances in respect to District-related matters, investigation of District-related matters, training in respect to District-related matters and bona fide police emergencies, which may require temporary assignment by the Chief to non-District-related matters. As allowed by City Code and the contractual agreement between the City and the Police Benevolent and Protective Association Unit #5, School Safety Officers are entitled to sick, personal, compensatory and vacation ("benefit") time. Should the assigned School Safety Officers be unavailable to work due to use of such benefit time, the City is not obligated to fill the position with another Springfield Police Officer.

D. Each School Safety Officer shall be subject to ongoing approval by the principal of the School to which such School Safety Officer is assigned, which approval shall not be unreasonably withheld.

E. While assigned to the Schools, School Safety Officers shall be subject to the primary direction and supervision of the Chief and secondary direction and supervision of the principal of each of the respective Schools. To the extent that any such direction shall be inconsistent, the School Safety Officer shall respond to the direction of the Chief.

Section 3. City Duties and Responsibilities. The City agrees to all of the following:

A. To the extent that District policies and administrative rules shall not conflict with City policies or rules, School Safety Officers shall perform in accordance with such District policies and rules while assigned to the Schools.

B. The City shall perform evaluations of School Safety Officers in accordance with the City's established criteria and procedures, and school principals shall provide written input upon request of the City.

C. The City shall provide each School Safety Officer with a City-owned vehicle or authorize the use of a personal vehicle. The City shall also provide at the City's expense standard law enforcement equipment as routinely provided to other City police officers.

D. The City shall and does hereby indemnify, defend and hold the District harmless from and against all claims under the Worker's Compensation Act, Americans with Disabilities Act, Occupational Diseases Act and Family and Medical Leave Act.

E. Unless otherwise requested by the District, School Safety Officers shall perform all services hereunder in uniform.

F. School Safety Officers shall remain in the employment of the City, and the City shall be responsible for the administration and payment of all wages and benefits to such School Safety Officers, subject to compensation by the District as hereinafter provided.

Section 4. District Obligations. The District agrees to all of the following:

A. The District shall provide supervision of the School Safety Officers through the Superintendent of the District and principal of each of the respective Schools.

B. The District shall provide adequate office space, furniture, office supplies, telephone access and secure filing cabinets for each School Safety Officer.

C. The District shall pay to the City all wages and benefits for three School Safety Officers for the 2015-16 School Year commencing August 20, 2015, and ending on June 8, 2016, based on each School Safety Officer's prevailing rate of pay. A schedule of the estimated total wages and benefits for the School Safety Officers is set forth in Exhibit A attached hereto and made a part hereof, subject to adjustment based on each School Safety Officer's actual prevailing rate of pay during such periods.

D. Subject to the approval of the Chief, if the District shall request and authorize overtime for a School Safety Officer, such requested overtime shall be reimbursed to the City at the rate paid by the City for the overtime services. The District shall not be required to reimburse the City for overtime not requested by the District.

E. The District shall indemnify and hold the City harmless from and against all claims, liabilities and expenses arising from or in connection with services rendered by School Safety Officers hereunder to the extent such claims, liabilities and expenses arise from the District's negligent acts or omissions. This indemnification shall not apply to any claims, liabilities or expenses arising from the performance of duties by a School Safety Officer off of property owned by the District.

F. During the term of this Agreement, the District shall promptly report all performance deficiencies or misconduct of a School Safety Officer to the Chief.

Section 5. Compensation to the City. The District shall compensate the City on a monthly basis for all wages and benefits as set forth in Section 4 of this Agreement. The City shall invoice the District for services each month, and the District shall make payment to the City within thirty (30) days of receipt of such invoice.

Section 6. Discipline. Subject to the provisions contained in Section 2(D) above, the Parties expressly agree that the City reserves the exclusive right to discipline and remove School Safety Officers from the Schools.

Section 7. Training. Specialized training needs of School Safety Officers shall be jointly determined by the District and the City.

Section 8. Term. Subject to the termination provisions contained elsewhere in this Agreement, the term of this Agreement shall be from August 20, 2015 through June 8, 2016.

Section 9. Successors. This Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties.

Section 10. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

Section 11. Time for Performance. Time is of the essence in this Agreement.

Section 12. No Waiver. No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 13. Assignment. This Agreement and the rights, obligations and duties of the Parties shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

Section 14. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to the District, to:

Superintendent of Schools
Springfield School District No. 186
1900 West Monroe Street
Springfield, Illinois 62704

If to the City, to:

Office of the Mayor
City of Springfield
Room 300 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

Section 15. Construction. The provisions of this Agreement have been negotiated, written and reviewed by both Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

Section 16. Amendments. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

Section 17. Termination. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party or such earlier time as is mutually acceptable to both the Parties. Payment shall thereafter be made to the City for all services performed and reimbursable expenses incurred up to the effective date of said termination in accordance with the terms of this Agreement.

Section 18. Third Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party.

Section 19. Entire Agreement. This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the Parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

Section 20. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

Frank Lesko, City Clerk

By: _____
James O. Langfelder, Mayor

ATTEST:

**BOARD OF EDUCATION OF SPRINGFIELD
SCHOOL DISTRICT NO. 186**

Julie Hammers, Secretary

By: _____
Chuck Flamini, President

[illegible]

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: Dyle Stokes

PHONE NUMBER: 788-8331

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

TYPE OF ORDINANCE: Intergovernmental Agreement

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 TO ASSIGN SCHOOL SAFETY OFFICERS TO WORK AT LANPHIER, SOUTHEAST, AND SPRINGFIELD HIGH SCHOOLS FROM AUGUST 20TH, 2015 THROUGH JUNE 8TH, 2016.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1	001	112	POLC	POPR	0256 228,054.00
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

Springfield School District No. 186 desires to use the services of specially trained police officers in certain schools to promote safety and security and establish positive working relationships between students, staff and the law enforcement community. This ordinance would authorize execution of an intergovernmental agreement, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) for three school safety officers to be assigned to work Lanphier, Southeast, and Springfield High Schools from August 20th, 2015 through June 8th, 2016. The District will reimburse the City an estimated \$228,054.44 for these officers.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.002, OF THE
1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED,
PERTAINING TO DEBTS OWED TO THE CITY**

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 33.002(h) pertaining to appointments of members of any board, commission, bureau, agency or council who owe money to the City.

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

Section 1: That the City Council hereby amends Chapter 33 of the 1988 City of Springfield Code of Ordinances, as amended, by adding subsection (h) to Section 33.002 as follows:

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

- (a) The members of any city board, commission, bureau, agency or council shall, except as otherwise provided by this Code, be appointed subject to city council confirmation, by the mayor. Once appointed, the members shall, except as otherwise provided by this Code, be subject to removal by the mayor and shall serve at his pleasure.
- (b) The members of any board, commission, bureau, agency or council created by statute or by some other governmental body, wherein the city is given the right to appoint and/or remove members thereof, shall be appointed and/or removed in the manner prescribed therein unless the city, pursuant to its home rule power, is entitled to and does in fact alter the manner of appointment and/or removal.
- (c) All individuals appointed by the city council or any of its individual members to serve on boards, bureaus, and commissions, after January 1, 1989, shall reside within the corporate limits of the city unless otherwise approved by the city council. This restriction will not pertain to any special advisory committees that may periodically be established by the city council or to the building code board of appeals, the electrical commission, the plumbing commission, the elevator commission or the mechanical commission.
- (d) Terms of office of all members of city boards, commissions, bureaus, agencies or councils shall be three years or such other term presently in effect or as specified in the ordinance creating them and until their successors are appointed and confirmed by the city council. No person shall be appointed to an office for more than three consecutive terms in each office.
- (e) A vacancy on any city board, commission, bureau, agency or council shall be filled in the same manner as the original appointment for the remainder of the unexpired term, unless otherwise provided by this Code.

- (f) All city boards, commissions, bureaus, agencies or councils in existence on November 30, 1987, shall continue in existence unless and until changed by the city council. All members thereof shall continue to serve until their terms expire or they are removed in accordance with law or this Code. For the purposes of administrative supervision, the respective city boards, commissions, bureaus, agencies and councils shall be subordinate to the executive assistant to the mayor.
- (g) All city boards, commissions, bureaus, agencies or councils shall have authority to ratify, adopt and amend by-laws to provide internal governance, structure and rules to be applied during their respective meetings.
- (h) No person can be appointed to any board, commission, bureau, agency, or council if they owe money to the City. If a member of any board, commission, bureau, agency, or council is found to owe the City money, they shall be sent a letter from the executive assistant to the mayor informing them of the debt. They then have 90 days from the date on the letter to either pay the debt or enter into a written payment agreement with timely payments made according to the agreement or they will be automatically removed from their appointment.

(Ord. No. 171-2-91, 2-19-91; Ord. No. 850-11-93, § 1(Ord. 526-6-87, § 5-3), 11-2-93; Ord. No. 670-9-95, § 1, (Exh. B), 9-19-95; Ord No. 395-7-00, § 1, 7-5-00; Ord. No. 585-10-03, § 1(Exh. 1), 10-21-03; Ord. No. 371-07-04, § 1, 7-6-04; Ord. No. 200-6-13, § 1, 6-4-13)

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

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Aldermen Theilen,
Redpath, Donelan and Hanauer

Office of Corporation Counsel / Date

**AN ORDINANCE APPROVING THE PLAN FOR THE LARGE SCALE
DEVELOPMENT OF CONCORDIA VILLAGE PHASE 4 INCLUDING
THE ACCEPTANCE OF RIGHT-OF-WAY 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 and recommended approval of the large scale development of Concordia Village Phase 4 and acceptance of right-of-way; and

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

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

Section 1: That the large scale development of Concordia Village Phase 4 including the Right-of-Way Conveyance to the City of Springfield 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 large scale development and acceptance of Right-of-Way 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:

Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Langfelder

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 8/5/15OFFICE REQUESTING: Public WorksCONTACT PERSON: T.J. HeavisidesPHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Large Scale DevelopmentFISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE LARGE SCALE DEVELOPMENT
OF CONCORDIA VILLAGE PHASE 4 INCLUDING THE ACCEPTANCE OF RIGHT OF WAY
FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: 7/29/15

COMMENTS

This is an ordinance approving the large scale development of Concordia Village Phase 4 including the acceptance of Right of Way for the Office of Public Works. The development is located on the west side of Meadowbrook Road, north of Iles Avenue.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBWI)

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS FOR
CONCORDIA VILLAGE PHASE 4 LARGE SCALE DEVELOPMENT
FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the developers of Concordia Village Phase 4 Large Scale Development have requested a variance of Section 153.157(I) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow one additional access to Meadowbrook Road; and

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

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

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

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

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

- () The City Council agrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:
 - (1) The intent of the chapter is maintained;

- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.
- () That the City Council disagrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

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

- () Approved to allow one additional access to Meadowbrook Road.
- () Denied.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:



Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Langfelder

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 8/5/15OFFICE REQUESTING: Public WorksCONTACT PERSON: T.J. HeavisidesPHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: VarianceFISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE VARIANCE REQUEST OF SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS FOR CONCORDIA VILLAGE PHASE 4 LARGE SCALE DEVELOPMENT FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: 7/20/15

COMMENTS

An ordinance approving/denying the variance request for Section 153.157(I) - Restriction of Access, to allow one additional access to Meadowbrook Road. The land subdivision committee and regional planning commission recommend approval of the variance request. The development is located on the west side of Meadowbrook Road, north of Iles Avenue.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A DEED OF DEDICATION FOR RIGHT-OF-WAY FROM SRW ILLINOIS, LLC, FOR COLT ROAD AT MUSTANG COURT

WHEREAS, the City of Springfield (City) 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, SRW Illinois, LLC, a California Limited Liability Company authorized to do business in Illinois, is the owner of a commercial facility at 2650 Colt Road and it is in the best interest of the City of Springfield to accept a Deed of Dedication for right-of-way along the east side of its property for the widening of Colt Road and Mustang Court, legally described as follows:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 51 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18 A DISTANCE OF 227.62 FEET TO A FOUND IRON PIN; THENCE DEPARTING FROM SAID QUARTER QUARTER SECTION LINE NORTH 88 DEGREES 02 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF PARCEL 15-18-200-044 A DISTANCE OF 30.01 FEET TO A FOUND IRON PIPE; THENCE NORTH 88 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 11.63 FEET TO A SET IRON PIN; THENCE SOUTH 00 DEGREES 56 MINUTES 35 SECONDS EAST, 256.53 FEET TO A SET IRON PIN; THENCE SOUTH 55 DEGREES 18 MINUTES 17 SECONDS EAST 48.02 FEET TO A SET IRON PIN ON THE EXISTING NORTH RIGHT OF WAY LINE OF MUSTANG COURT; THENCE SOUTH 88 DEGREES 08 MINUTES 00 SECONDS WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 81.01 FEET TO A FOUND IRON PIN, SAID PIN BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 00 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 57.47 FEET TO THE POINT OF BEGINNING. SAID REAL ESTATE CONTAINS 12,485 SQUARE FEET OR 0.287 ACRE, MORE OR LESS.

Commonly known as the east part of 2650 Colt Road and as further described on the right-of-way plat attached to the deed as Exhibit "A"; and

WHEREAS, the property will be used for widening of Colt Road and Mustang Court.

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

Section 1: That the City Council hereby authorizes the acceptance of a Deed of Dedication from SRW Illinois, LLC, a California Limited Liability Company authorized to do business in Illinois, for real property legally described above, in the City of Springfield, State of Illinois, property tax number consisting of part of 15-18.0-200-044 to be used for public improvements.

Section 2: That the City Clerk is authorized and directed to record the Deed of Dedication and Right-of-Way Plat with the Sangamon County Recorder of Deeds and file any necessary tax exemption form with the Board of Review.

Section 3: That this ordinance shall become effective immediately upon its passage and proper recording in accordance with provisions of the law.

PASSED: _____, 2015

SIGNED: _____, 2015

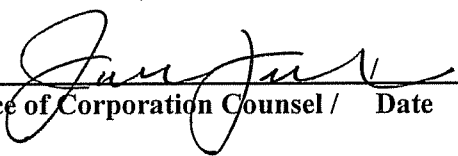
RECORDED: _____, 2015

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: 7/21/15

OFFICE REQUESTING: PUBLIC WORKS

CONTACT PERSON: ROBERT LOWE

PHONE NUMBER: 789-2255 X5230

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

TYPE OF ORDINANCE: ACCEPTING ROW FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE CONVEYANCE OF RIGHT-OF-WAY FOR COLT ROAD AT MUSTANG COURT FROM SRW ILLINOIS, LLC.

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

EXECUTED DEED

PLAT OF RIGHT-OF-WAY

PTAX-203

PLAT AFFIDAVIT

CONTRACTOR / VENDOR NAME _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

Nathan Bottom 7/1/15

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

9726

DEED OF DEDICATION

This instrument is made this 16th day of ~~May~~^{June}, 2015, by **SRW ILLINOIS, LLC**, a California Limited Liability Company authorized to do business in Illinois, ("Grantor"), having an office in the City of Springfield, Illinois for the benefit of the **CITY OF SPRINGFIELD, ILLINOIS**, an Illinois municipal corporation, ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of a commercial facility at 2650 Colt Road, Springfield, Illinois; and

WHEREAS, the Grantee has requested that Grantor dedicate right of way along the East side of its property for the widening of Colt Road and Mustang Court.

NOW, THEREFORE, for and in consideration of better access to its facility at 2650 Colt Road and the improvement of Colt Road and Mustang Court, Grantor CONVEYS and QUITCLAIMS to Grantee, to have and to hold for public use forever, as a street, the following-described real estate, to-wit:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 51 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18 A DISTANCE OF 227.62 FEET TO A FOUND IRON PIN; THENCE DEPARTING FROM SAID QUARTER QUARTER SECTION LINE NORTH 88 DEGREES 02 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF PARCEL 15-18-200-044 A DISTANCE OF 30.01 FEET TO A FOUND IRON PIPE; THENCE NORTH 88 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 11.63 FEET TO A SET IRON PIN; THENCE SOUTH 00 DEGREES 56 MINUTES 35 SECONDS EAST, 256.53 FEET TO A SET IRON PIN; THENCE SOUTH 55 DEGREES 18 MINUTES 17 SECONDS EAST 48.02 FEET TO A SET IRON PIN ON THE EXISTING NORTH RIGHT OF WAY LINE OF MUSTANG COURT; THENCE SOUTH 88 DEGREES 08 MINUTES 00 SECONDS WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 81.01 FEET TO A

FOUND IRON PIN, SAID PIN BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 00 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 57.47 FEET TO THE POINT OF BEGINNING. SAID REAL ESTATE CONTAINS 12,485 SQUARE FEET OR 0.287 ACRE, MORE OR LESS.

The above described real estate is shown in the Right of Way Plat dated April _____, 2015 prepared by Hans B. Distlehorst, Illinois Professional Land Surveyor, #3271, a copy of which is attached hereto as Exhibit A.

Common address: East Part of 2650 Colt Road Springfield, Illinois, 62707

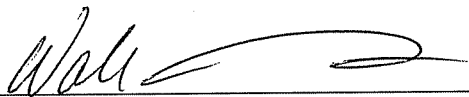
Tax Identification No.: Part of 15-18.0-200-044

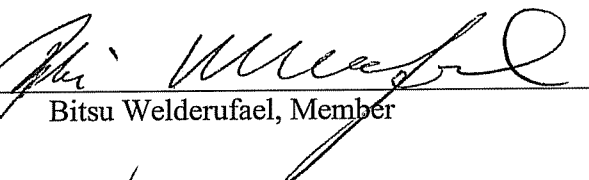
Subject to real estate taxes for 2014 and 2015 to easements of record and/or in place, and to mineral exceptions or reservations of record, if any.

By the recording of this Deed of Dedication, Grantee acknowledges acceptance hereof.

IN WITNESS WHEREOF, SRW Illinois, LLC has caused this instrument to be executed by its Members on the day and year first above written.

SRW ILLINOIS, LLC

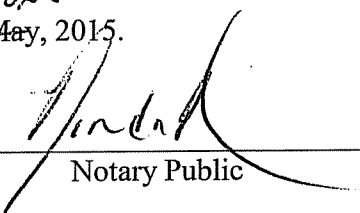
By: 
Waka Sugiyama, Member

By: 
Bitsu Welderufael, Member

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Waka Sugiyama and Bitsu Welderufael, of SRW ILLINOIS, LLC, personally known to me to be the Members of said Limited Liability Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such members they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of June, 2015.


Notary Public

Prepared by:

BROWN, HAY & STEPHENS, LLP

J. Patrick Joyce, Jr.

205 South Fifth Street, Ste. 700

P.O. Box 2459

Springfield, IL 62705-2459

(217) 544-8491

Return to and Mail Tax Bill to:

City of Springfield

City Engineer

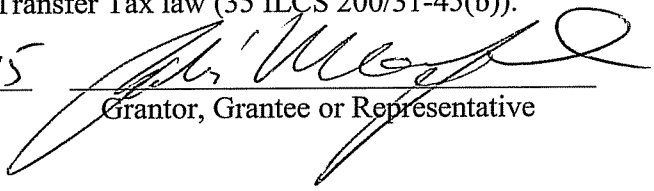
Municipal Center West, Rm. 201

300 South Seventh Street

Springfield, IL 62701

Exempt under provisions of Section 31-45(b) of the
Real Estate Transfer Tax law (35 ILCS 200/31-45(b)).

06/16/15
Date


Grantor, Grantee or Representative

owner
SRW ILLINOIS
2650 COLT ROAD
SPRINGFIELD, IL 62707

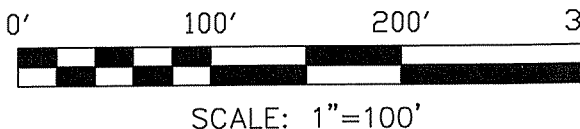
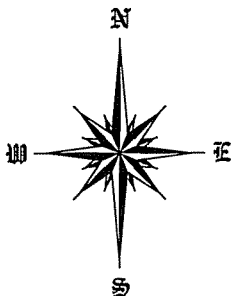
contact
BITSU WELDERUFAEL
1315 EAST WATSON CENTER ROAD
CARSON, CALIFORNIA 90745
800-262-4174x336

LEGEND

- IRON PIN/PIPE FOUND
- ⊙ 5/8" IRON PIN SET (IPS)
- LOT LINE
- EXISTING ROW LINE
- PROPOSED ROW LINE
- SUBDIVISION LINE

POB PARCEL A -
NW COR, NE¼,
SE¼, SEC 18
T16N, R4W, 3RD

PARCEL A AREA
12485 SQ. FT. ±
0.287 ACRES ±



SURVEY AND PLAT REVIEW PERFORMED BY:

Songamon Valley Surveying & Consulting, P.C.
5560 GRIFFITT LANE
RIVERTON, IL 62651
Professional Design Firm No. 184-004490
Hans B. Distlehorst PLS 3271
Phone: 217-629-7773



KUHN & TRELLO
CONSULTING ENGINEERS
A Limited Liability Company
630 E. Washington Street
Springfield, IL 62703
Phone: 217-579-0044
Professional Design Firm No. 384-006536

USER NAME = mmenn
FILE NAME = 14031.shp
PLOT SCALE = 100.0000
PLOT DATE = 4/28/2016

RIGHT OF WAY PLAT COLT ROAD INDUSTRIAL PARK PLAT 1

SHEET NO. OF SHEETS STA. TO STA.

PROJECT NO.
14031
TOTAL SHEETS 1
SHEET NO. 1

OPTION PARCEL A:

UTHEAST QUARTER OF THE NORTHEAST QUARTER
NORTHEAST QUARTER OF THE SOUTHEAST
18, TOWNSHIP 16 NORTH, RANGE 4 WEST OF
AMON COUNTY, ILLINOIS AS FOLLOWS:
FOUND IRON PIPE AT THE NORTHWEST CORNER
QUARTER OF THE SOUTHEAST QUARTER OF SAID
NORTH 00 DEGREES 51 MINUTES 41 SECONDS
LINE OF THE SOUTHEAST QUARTER OF THE
OF SECTION 18 A DISTANCE OF 227.62 FEET TO
THENCE DEPARTING FROM SAID QUARTER QUARTER
88 DEGREES 02 MINUTES 34 SECONDS EAST
IE OF PARCEL 15-18-200-044 A DISTANCE OF
ND IRON PIPE; THENCE NORTH 88 DEGREES 08
EAST ALONG THE NORTH LINE OF SAID PARCEL
FEET TO A SET IRON PIN; THENCE SOUTH 00
35 SECONDS EAST, 256.53 FEET TO A SET IRON
225 DEGREES 18 MINUTES 17 SECONDS EAST
IRON PIN ON THE EXISTING NORTH RIGHT OF
COURT; THENCE SOUTH 88 DEGREES 08
WEST ON SAID NORTH RIGHT OF WAY LINE A
FEET TO A FOUND IRON PIN, SAID PIN BEING ON
E NORTHEAST QUARTER OF THE SOUTHEAST
18; THENCE NORTH 00 DEGREES 55 MINUTES
N 00 ALONG THE WEST LINE OF THE NORTHEAST
SOUTHEAST QUARTER OF SAID SECTION 18 A
FEET TO THE POINT OF BEGINNING.

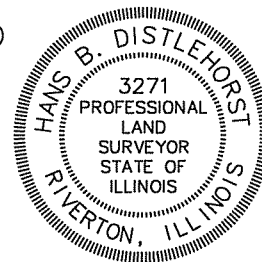
ED SEPTEMBER, 2014
S 88
NAD83(2011), OPUS, IL. WEST

IS NOT LOCATED IN A
D AREA AS IDENTIFIED

SERVICE CONFORMS TO
MINIMUM STANDARDS FOR

AT A SURVEY WAS PERFORMED
GOING PLAT ACCURATELY
UITS OF SAID SURVEY.

LAND SURVEYOR NO. 3271
OVEMBER 30, 2016



EXHIBT "A"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of

Los Angeles

On

6-16-15

Date

before me,

Linda Sanders, a Notary Public

Here Insert Name and Title of the Officer

personally appeared

Bitov Weidervall

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

[Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

agent
attorney

DATE: July 1, 2015

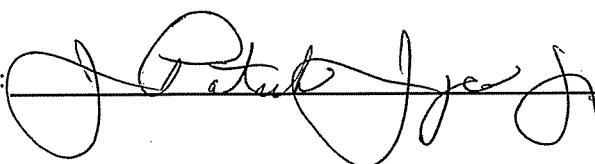
Affiant is a resident of CITY OF SPRINGFIELD, and is ~~(agent for)~~ ~~(an officer)~~ ~~(one of)~~ the grantors in a (deed) (lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- () a. NOT A DIVISION OF LAND
 - () 1 Conveyance of entire parcel as described in current tax records,
 - () 2 Conveyance of a parcel resulti ng from a division contained in a document recorded prior to November 1 , 1987. Indicate the recording date _____ and the document number _____
- () b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;
 - ** () 1 Division by metes and bounds description.
 - () 2 Fractional Parts Division.
- () c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets of easement access;
 - ** () 1 Division is being done to create a new bu ilding site.
 - () 2 Division is being done to add land to a contiguous lot and no drainage or utility easements are affected.
- ** () d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created.
- () e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements access.
- () f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- (X) g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use.
- () h. A conveyance made to correct descriptions in prior conveyances.
- ** () i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- ** () j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- ** () k. A division of land to allow fee simple sale of a duplex.
- ** () l. Division meets criteia for agricultural exemption.

** If an exemption with a double asterisk is checked also check one of the following:

Pl at Officer Approval is req uired and attached.
Plat Officer Approval is not required because parcel is located wholly within municipal limits of City of Springfield which does not req uire Plat Officer review.
Agricultural Exemption Certificate Attached.

Futher affiant sayeth not.

Signature: 



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 EAST PART OF 2650 COLT ROAD
Street address of property (or 911 address, if available)
SPRINGFIELD 62707
City or village ZIP
CAPITAL
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

Property index number (PIN)	Lot size or acreage
a <u>PART OF 15-18.0-200-044</u>	<u>12,485 SQUARE FOOT</u>
b _____	_____
c _____	_____
d _____	_____

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: 0 / 5 / 2 0 1 5
Month Year

5 Type of instrument (Mark with an "X"):
☐ Warranty deed
☐ Quit claim deed ☐ Executor deed ☐ Trustee deed
☐ Beneficial interest ☒ Other (specify): DEED OF DEDICATION

6 ☐ Yes ☒ No Will the property be the buyer's principal residence?

7 ☐ Yes ☒ No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark **only one item per column** with an "X.")

a ☒	Land/lot only
b _____	Residence (single-family, condominium, townhome, or duplex)
c _____	Mobile home residence
d _____	Apartment building (6 units or less) No. of units: _____
e _____	Apartment building (over 6 units) No. of units: _____
f _____	Office
g _____	Retail establishment
h _____	Commercial building (specify): _____
i _____	Industrial building
j _____	Farm
k ☒	Other (specify): <u>Part City Right of Way</u>

Do not write in this area.
County Recorder's Office use.

County:

Date:

Doc. No.:

Vol.:

Page:

Received by:

9 Identify any significant physical changes in the property since January 1 of the previous year and **write the date of the change**.
Date of significant change: _____ / _____ / _____
Month Year

(Mark with an "X.")

☐ Demolition/damage ☐ Additions ☐ Major remodeling
☐ New construction ☐ Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X.")

a ☐ Fulfillment of installment contract —
year contract initiated : _____
b ☐ Sale between related individuals or corporate affiliates
c ☐ Transfer of less than 100 percent interest
d ☐ Court-ordered sale
e ☐ Sale in lieu of foreclosure
f ☐ Condemnation
g ☐ Short sale
h ☐ Bank REO (real estate owned)
i ☐ Auction sale
j ☐ Seller/buyer is a relocation company
k ☐ Seller/buyer is a financial institution or government agency
l ☐ Buyer is a real estate investment trust
m ☐ Buyer is a pension fund
n ☐ Buyer is an adjacent property owner
o ☐ Buyer is exercising an option to purchase
p ☐ Trade of property (simultaneous)
q ☐ Sale-leaseback
r ☐ Other (specify): _____

s ☐ Homestead exemptions on most recent tax bill:

1 General/Alternative	\$	<u>0.00</u>
2 Senior Citizens	\$	<u>0.00</u>
3 Senior Citizens Assessment Freeze	\$	<u>0.00</u>

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11	Full actual consideration	11	\$	<u>0.00</u>
12a	Amount of personal property included in the purchase	12a	\$	<u>0.00</u>
12b	Was the value of a mobile home included on Line 12a?	12b	☐ Yes ☐ No	
13	Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$	<u>0.00</u>
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	\$	<u>0.00</u>
15	Outstanding mortgage amount to which the transferred real property remains subject	15	\$	<u>0.00</u>
16	If this transfer is exempt, use an "X" to identify the provision.	16	☒ b ☐ k ☐ m	
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	\$	<u>0.00</u>
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18		<u>0.00</u>
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	\$	<u>0.00</u>
20	County tax stamps — multiply Line 18 by 0.25.	20	\$	<u>0.00</u>
21	Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$	<u>0.00</u>

This form is authorized in accordance with 35 ILCS 200/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0227

See Legal Description Attachment

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller's daytime phone

Buyer's daytime phone

State	ZIP
-------	-----

Preparer's daytime phone

PTAX-203 (R-9/10)

Legal Description

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS AS FOLLOWS: BEGINNING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 51 MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18 A DISTANCE OF 227.62 FEET TO A FOUND IRON PIN; THENCE DEPARTING FROM SAID QUARTER QUARTER SECTION LINE NORTH 88 DEGREES 02 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF PARCEL 15-18-200-044 A DISTANCE OF 30.01 FEET TO A FOUND IRON PIPE; THENCE NORTH 88 DEGREES 08 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 11.63 FEET TO A SET IRON PIN; THENCE SOUTH 00 DEGREES 56 MINUTES 35 SECONDS EAST, 256.53 FEET TO A SET IRON PIN; THENCE SOUTH 55 DEGREES 18 MINUTES 17 SECONDS EAST 48.02 FEET TO A SET IRON PIN ON THE EXISTING NORTH RIGHT OF WAY LINE OF MUSTANG COURT; THENCE SOUTH 88 DEGREES 08 MINUTES 00 SECONDS WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 81.01 FEET TO A FOUND IRON PIN, SAID PIN BEING ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 00 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 57.47 FEET TO THE POINT OF BEGINNING.

**AN ORDINANCE REGARDING THE VARIANCE REQUEST OF
SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS IN
WABASH COMMERCIAL PARK FOR THE OFFICE OF PUBLIC
WORKS**

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

WHEREAS, the developers of Wabash Commercial Park have requested a variance of Section 153.157(I) of the 1988 City of Springfield Code of Ordinances, as amended ("Land Subdivision Ordinance"), to allow one additional access to Wabash Avenue; and

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

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

- (c) A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;
 - (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.

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

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

- () The City Council agrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission. In addition, the City Council makes the following findings:
 - (1) The intent of the chapter is maintained;
 - (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;

- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.
- () That the City Council disagrees with the recommendation of the Land Subdivision Committee and the Regional Planning Commission, and finds that the requirements for a variance are not met.

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

- () Approved to allow one additional access to Wabash Avenue.
- () Denied.

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

PASSED: _____, 2015

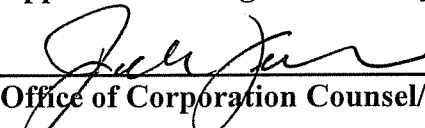
SIGNED: _____, 2015

RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:



Office of Corporation Counsel/Date

Requested by: Public Works/Mayor Langfelder

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 8/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Variance

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE VARIANCE REQUEST OF SECTION 153.157(I) PERTAINING TO RESTRICTION OF ACCESS IN WABASH COMMERCIAL PARK SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE

Date: _____

Trisha Bottom
CITY PURCHASING AGENT:

7/20/15
Date:

COMMENTS

An ordinance approving/denying the variance request for Section 153.157(I) - Restriction of Access, to allow one additional access to Wabash Avenue. The land subdivision committee and regional planning commission recommend approval of the variance request. The subdivision is located on the south side of Wabash Avenue at the intersection of Wabash Avenue and Hamlin Parkway.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9729

**AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN OF
WABASH COMMERCIAL PARK 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 preliminary plan of Wabash Commercial Park; and

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

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

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

Section 1: That the preliminary plan of Wabash Commercial Park is hereby:
(The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved
() Denied

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

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

- () Approval
() Denial

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

Section 3: 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

Requested by: Public Works/Mayor Langfelder

Location: Ward 10

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 8/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Preliminary Plan

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE PRELIMINARY PLAN
FOR WABASH COMMERCIAL PARK 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

7/20/15

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance approving/denying the preliminary plan of Wabash Commercial Park for the Office of Public Works. The Land Subdivision Committee and the Regional Planning Commission recommended approval of the preliminary plan. The subdivision is located on the south side of Wabash Avenue at the intersection of Wabash Avenue and Hamlin Parkway.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

4730

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$928,522.00 MAY BE USED FOR THE STANFORD AVENUE EXTENSION PROJECT, MFT SECTION 12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$928,522.00 for construction and construction engineering services for the Stanford Avenue Extension Project, on Stanford Avenue from Fox Bridge Road to Taylor Avenue, MFT Section 12-00467-01-PV; and

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

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

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

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

Section 3: That the City anticipates using \$928,522.00 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:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-53
DATE OF 1ST READING: 8/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: MFT funding

FISCAL IMPACT:

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

SUGGESTED TITLE:

A SUPPLEMENTAL RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 12-00467-01-PV (STANFORD AVENUE FROM FOX BRIDGE ROAD TO TAYLOR AVENUE) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME State of Illinois

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: MFT funding

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 outlines to IDOT that we may spend \$928,522.00 from MFT funds to pay for the construction and construction engineering services for the project.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

4731

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
JOB NO. C-96-229-12, PROJECT NUMBER M-5146(086) AND MFT SECTION
NUMBER 12-00467-01-PV, FOR THE STANFORD AVENUE EXTENSION
PROJECT FROM THE EAST SIDE OF FOX BRIDGE ROAD TO THE WEST SIDE
OF TAYLOR AVENUE, 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 of Springfield and the State of Illinois desire to improve roadway known as the Stanford Avenue Extension Project; and

WHEREAS, it is necessary to execute an Agreement with the State of Illinois to extend Stanford Avenue from the east side of Fox Bridge Road to the west side of Taylor Avenue, Job No. C-96-229-12, Project Number M-51469086 and MFT Section Number 12-00467-01-PV.

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 Intergovernmental Agreement with the State of Illinois Department of Transportation to extend Stanford Avenue from the east side of Fox Bridge Road to the west side of Taylor Avenue, Job No. C-96-229-12, Project Number M-51469086 and MFT Section Number 12-00467-01-PV. The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Springfield.

Section 2: That the City will receive \$99,200.00 from Federal Surface Transportation Program Funds and the Office of Budget and Management is hereby authorized to deposit said funds into revenue account 041-110-GAST-STRS-1178.

Section 3: That the Office of Budget and Management is hereby authorized to pay \$700,200.00 to the State of Illinois Department of Transportation (OSTA4950 from expenditure account 041-110-GAST-STRS-2307 for this project.

Section 4: 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:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel / Date

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency City of Springfield	State Contract XXX	Day Labor	Local Contract	RR Force Account
	Section 12-00467-01-PV	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-229-12	M-5146(086)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Stanford Avenue Extension Route FAU 7997 Length 0.66 mi.
Termini Fox Bridge Road to Taylor Avenue

Current Jurisdiction City of Springfield TIP Number 02-2010-09 Existing Structure No N/A

Project Description

Extend Stanford Avenue from the east side of Fox Bridge Road to the west side of Taylor Avenue.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	2,800,800	(*)	()	700,200	(BAL)	3,501,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	99,200	(*)	()	129,122	(BAL)	228,322
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 2,900,000			\$ 829,322		\$ 3,729,322
*80% STU funds NTE \$2,900,000						

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable) .

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Randall S. Blankenhorn, Secretary

Date

Title (County Board Chairperson/Mayor/Village President/etc.)

By: _____

Aaron A. Weatherholt, Deputy Director of Highways

Date

(Signature)

Date

Omer Osman, Director of Highways/Chief Engineer

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental
Entity.

William M. Barnes, Chief Counsel

Date

DUNS Number _____

Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ORDINANCE FACT SHEET

REQUEST FORM NO: 15-51
DATE OF 1ST READING: 8/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: IDOT Agreement FISCAL IMPACT: \$700,200.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF SPRINGFIELD FOR CONSTRUCTION OF THE STANFORD AVENUE EXTENSION FROM FOX BRIDGE ROAD TO TAYLOR AVENUE (MFT SECTION NO. 12-00467-01-PV) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME State of Illinois

VENDOR NO: OSTA 4950

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

CONTRACT AMOUNT: \$700,200.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #

☐ Low Bid

☒ Other: IDOT Agreement

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1176	\$99,200.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307	\$700,200.00
2						
3						
4						

FUNDS CHECK BY: R. Dimtrond

Date: 07/28/15

DIRECTOR / SUPERVISOR SIGNATURE

Date: 7/28/15

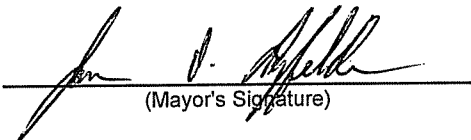
CITY PURCHASING AGENT:

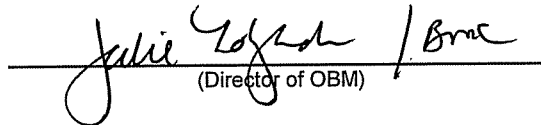
Date: 7/28/15

COMMENTS

This ordinance is to approve an intergovernmental agreement with IDOT for the construction of Stanford Avenue from Fox Bridge Road to Taylor Avenue. The project is scheduled to be bid through IDOT in September. \$2,900,000 worth of Surface Transportation Program federal funds were awarded to the City for the project. IDOT will bill the City periodically throughout the project for the match required.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

9732

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH, AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$228,322.00 TO, HANSON PROFESSIONAL SERVICES INC., FOR CONSTRUCTION ENGINEERING SERVICES FOR THE STANFORD AVENUE EXTENSION PROJECT FROM FOX BRIDGE ROAD TO TAYLOR AVENUE, MFT SECTION 12-00467-01-PV, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires construction engineering services for the Stanford Avenue Extension Project from Fox Bridge Road to Taylor Avenue, MFT Section 12-00467-01-PV; and

WHEREAS, Hanson Professional Services Inc., is willing and able to provide these services for an amount not to exceed \$228,322.00; and

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

WHEREAS, the agreement with Hanson Professional Services Inc. shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of an agreement with and payment in an amount not to exceed \$228,322.00 to Hanson Professional Services Inc. for construction engineering services for the Stanford Avenue Extension Project from Fox Bridge Road to Taylor Avenue, MFT Section 12-00467-01-PV. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Hanson Professional Services Inc. (0HAN 1501) in the amount of \$228,322.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

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

PASSED: _____, 2015

SIGNED: _____, 2015

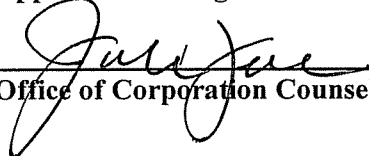
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder



Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Nathan Bottom

FROM: Sandy E. Robinson II 

DATE: July 28, 2015

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet authorizing the execution of an agreement with Hanson Professional Services, Inc. for construction engineering services for the Stanford Avenue Extension from Fox Bridge Road to Taylor Avenue in an amount not to exceed \$228,322.00, for the Office of Public Works.

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.

Local Agency	LOCAL AGENCY	Construction Engineering Services Agreement For Federal Participation Motor Fuel Tax Funds	CONSULTANT	Consultant
City of Springfield				Hanson Professional Services, Inc.
County Sangamon				Address 1525 S. Sixth Street
Section 12-00467-01-PV				City Springfield
Project No. M-5146(086)				State IL
Job No. C-96-229-12				Zip Code 62703
Contact Name/Phone/E-mail Address Nate Bottom Nathan.bottom@cwlp.com				Contact Name/Phone/E-mail Address Jim Moll jmoll@hanson-inc.com

THIS AGREEMENT is made and entered into _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Stanford Avenue Extension Route FAP 7997 Length 3400 ft Structure No. _____

Termini Fox Bridge Road to Taylor Avenue including railroad crossing at Illinois Central railroad tracks.

Description: Construction observation for Stanford Avenue from Fox Bridge Road to Taylor Avenue. Project includes a railroad crossing, a two way left turn lane east of the tracks, and a bike path connection.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ c. For soils, to obtain samples and perform testing as noted below.
 - ☐ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.
 16. The ENGINEER agrees to provide the following materials testing Scope of Services:
 - Concrete inspection including air test, slump test, concrete temperature, ambient air temperature, and general observation of conditions that may impact the concrete
 - Compression tests of concrete test cylinders
 - Moisture/density relationship (proctor) testing of soils to be utilized for fill/backfill materials
 - Atterberg Limit tests for cohesive soils to be utilized for fill/backfill materials
 - Sieve analysis of soils/aggregates to be utilized for fill/backfill materials
 - Compaction testing of fill/backfill materials
 - Compaction testing of HMA pavement

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- ☐ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- ☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
IHDC = In House Direct Costs

services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

General Conditions

Hanson Agreement: C07S2010A

Agreement Date:

Project Name: Stanford Avenue – Fox Bridge Road to Taylor Avenue

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

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

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

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

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

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

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

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

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

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

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

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

accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

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

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

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

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and

HANSON PROFESSIONAL SERVICES INC.
LABOR HOUR ESTIMATE
STANFORD AVENUE CONSTRUCTION OBSERVATION
STANFORD AVENUE FROM FOX BRIDGE ROAD TO TAYLOR AVENUE
HANSON NO. 07SZ010A

PREPARED ON: 3/13/2015

Exhibit A



TASK	PRIN	PROJ MGR	PROJ ENG	ENGINEER	JR ENGINEER	SR TECH	TECH	PARTY CHIEF	INSTRUMENT MAN	ROD MAN	CLERICAL	TOTAL
CONSTRUCTION OBSERVATION												
Full-Time Resident Engineer (IDOT 16 Certified) During Construction					1600							1600
Assume 7 months of Work Plus two weeks before and after for startup and closeout												
Average of 50 Hours per week for Resident						240						240
Part-Time Assistant During Construction												
Assume 2 months with an average of 30 hours per week												
Construction Technicians During Construction									50	50		100
Engineer Field Visits		24	30									54
Shop Drawing Review			30									30
Record Drawings					40		30					70
Administration		10	30								10	50
SUBTOTAL HOURS PER PERSON		34	90		1640	240	30		50	50	10	2144
PERCENTAGE HOURS PER PERSON		1.6%	4.2%		76.5%	11.2%	1.4%		2.3%	2.3%	0.5%	100%

PROJECT SUMMARY												
CONSTRUCTION OBSERVATION												
SUBTOTAL HOURS PER PERSON		34	90		1640	240	30		50	50	10	2144
PERCENTAGE HOURS PER PERSON		1.6%	4.2%		76.5%	11.2%	1.4%		2.3%	2.3%	0.5%	100%

HANSON PROFESSIONAL SERVICES INC.
 PROJECT HOURLY RATES
 STANFORD AVENUE CONSTRUCTION OBSERVATION
 STANFORD AVENUE FROM FOX BRIDGE ROAD TO TAYLOR AVENUE
 HANSON NO. 07S2010A
 PREPARED ON: 3/13/2015



	PRIN	PROJ MGR	PROJ ENG	ENGINEER	JR ENGINEER	SR TECH	TECH	PARTY CHIEF	INSTRUMENT MAN	ROD MAN	CLERICAL	
TASK	\$ 70.00	\$ 64.38	\$ 46.98	\$ 34.66	\$ 27.68	\$ 37.72	\$ 29.98	\$ 45.43	\$ 33.35	\$ 20.13	\$ 26.41	TOTAL
CONSTRUCTION OBSERVATION	\$ -	\$ 2,189	\$ 4,228	\$ -	\$ 45,389	\$ 9,052	\$ 899	\$ -	\$ 1,668	\$ 1,006	\$ 264	\$ 64,696
												\$ -
												\$ -
TOTAL	\$ -	\$ 2,189	\$ 4,228	\$ -	\$ 45,389	\$ 9,052	\$ 899	\$ -	\$ 1,668	\$ 1,006	\$ 264	\$ 64,696

Stanford Avenue Extension**Materials Testing Estimate****Total:****A. Earthwork (14 days for Embankment, Subgrade and Aggregate)**

	Unit	Qty	Unit Price	Item Total
Proctor Sample (ASTM D698)	Ea	3	\$ 216.00	\$ 648.00
Atterberg Limits	Ea	0	\$ 72.00	\$ -
Grain Size Analysis	Ea	0	\$ -	\$ -
Engineering Technician	Hr	112	\$ 47.50	\$ 5,320.00
Engineering Technician (OT)	Hr	0	\$ 71.25	\$ -
Nuclear Density Gauge	Day	14	\$ 39.00	\$ 546.00
Trip Charge	Ea	14	\$ 26.50	\$ 371.00
Project Manager	Hr	7	\$ 98.00	\$ 686.00
Sub-Total				\$ 7,571.00

B. Concrete (23 days for concrete sidewalks and entrances)

Engineering Technician	Hr	184	\$ 47.50	\$ 8,740.00
Engineering Technician (OT)	Hr	0	\$ 71.25	\$ -
Concrete Compression Cyl	Ea	184	\$ 15.75	\$ 2,898.00
Trip Charge	Ea	23	\$ 26.50	\$ 609.50
Project Manager	Hr	11.5	\$ 98.00	\$ 1,127.00
Sub-Total				\$ 13,374.50

C. Asphalt (3 days for HMA field density)

Engineering Technician	Hr	24	\$ 47.50	\$ 1,140.00
Engineering Technician (OT)	Hr	0	\$ 71.25	\$ -
Nuclear Density Gauge	Day	3	\$ 39.00	\$ 117.00
Trip Charge	Ea	3	\$ 26.50	\$ 79.50
Project Manager	Hr	1.5	\$ 98.00	\$ 147.00
Sub-Total				\$ 1,483.50

TOTAL	\$ 22,429.00
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ORDINANCE FACT SHEET

REQUEST FORM NO: 15-52
DATE OF 1ST READING: 8/5/15

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: professional services FISCAL IMPACT: \$ 228,322.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING FOR THE STANFORD AVENUE EXTENSION FROM FOX BRIDGE ROAD TO TAYLOR AVENUE (MFT SECTION # 12-00467-01-PV) FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME Hanson Professional Services, Inc.

VENDOR NO: 0HAN 1501

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

CONTRACT AMOUNT: \$228,322.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☒ Other: professional services

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	2306 \$ 228,322.00
2					
3					
4					

FUNDS CHECK BY: *[Signature]* Date: 8/28/15
DIRECTOR / SUPERVISOR SIGNATURE: *[Signature]* Date: 7/28/15
CITY PURCHASING AGENT: *[Signature]* Date: 7/28/15

COMMENTS

This ordinance is for Hanosn P.S. to provide construction engineering services for the Stanford Avenue extension from Fox Bridge Road to Taylor Avenue.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

9735

**AN ORDINANCE AMENDING CHAPTER 96 OF THE 1988 SPRINGFIELD
CITY CODE OF ORDINANCES, AS AMENDED, BY ADDING SECTION
96.089 PERTAINING TO LAKE SPRINGFIELD MARGINAL PROPERTIES**

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, including the power to tax; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Springfield to prohibit custodians of marginal lands to sublet or rent properties to anyone for a period of less than six months or more.

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

Section 1: That the City Council hereby amends Chapter 96 of the 1988 Springfield City Code of Ordinances, as amended, by adding section 96.089 as follows:

§ 96.089. - Lake Springfield marginal properties are not to be sublet or rented for less than six months.

Custodians of marginal lands may not sublet or rent to anyone for a period of less than six months unless approved in writing by the Mayor with a copy to the Ward Alderman. Any subletting or renting must comply with the terms of the custodian's lease and must be reported in writing to the general manager of the public utility (or his designee) for approval and consent.

Section 2: 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

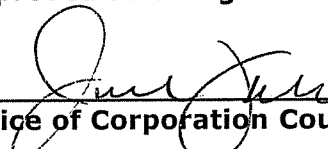
RECORDED: _____, 2015

Mayor James O. Langfelder

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderman Redpath _____



Office of Corporation Counsel / Date

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE16-05-24 –
 UNDERGROUND ELECTRIC COMPONENTS WITH
 FLETCHER-REINHARDT COMPANY IN AN AMOUNT NOT TO EXCEED \$650,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE16-05-24 – Underground Electric Components, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE16-05-24 was placed, and

WHEREAS, Fletcher-Reinhardt Company ("Fletcher") submitted the only bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE16-05-24.

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 Fletcher for Contract UE16-05-24 – Underground Electric Components in an amount not to exceed Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) for the Office of Public Utilities.

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

Section 3. The Payment to Fletcher for the total maximum amount of Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) from Account No. 102-100-CBC-1541-1403 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

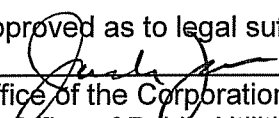
SIGNED: _____

RECORDED: _____, 2015

 MAYOR

ATTEST: _____

Approved as to legal sufficiency:



 Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 08-05-15

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: \$650,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE16-05-24

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

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Fletcher-Reinhardt Company CONTRACT AMOUNT: \$ 650,000.00
(Original Amount if Change Order)

CONTRACT TERM: 2 years TYPE OF AWARD: Bid Contract: Only Bid

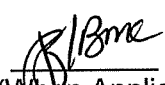
CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0

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

This is a standard, recurring ordinance for purchase of underground electrical components.

This ordinance accepts Contract UE16-05-24 in an amount not to exceed \$650,000.00, with Fletcher-Reinhardt Company ("Fletcher"), for the purchase of underground electrical component equipment for the Electric Construction Department. These materials are used in daily operations. Materials will be purchased on an as needed basis and the vendor is not guaranteed any quantities.

Fletcher was the only bidder on this contract. They are not a local vendor. Fletcher, among other vendors, was awarded this contract last time.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9235

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT
UE16-06-34 – BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH REX D. EVANS
AKA EVANS CARTAGE TRUCKING, BEELMAN TRUCK CO., AND DONLEY TRUCKING, INC. IN AN
AMOUNT NOT TO EXCEED \$500,000.00
FOR THE ELECTRIC DIVISION FOR OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE16-06-34 – Byproduct Hauling for the Dallman Power Plant for the Electric Division Generation Department, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE16-06-34 was placed, and

WHEREAS, Rex D. Evans aka Evans Cartage Trucking ("Evans"), Beelman Truck Co. ("Beelman"), and Donley Trucking, Inc. ("Donley") submitted responsive bids, and it is the utility's desire to award this contract to all such bidders, 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. UE16-06-34.

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 bids from Evans, Beelman, and Donley for Contract UE16-06-34 – Byproduct Hauling for the Dallman Power Plant in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) for the City of Springfield Office of Public Utilities' Electric Division Generation Department.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contracts with Evans, Beelman, and Donley on behalf of the Office of Public Utilities.

Section 3. The Payment to Evans, Beelman, and Donley for the total maximum amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) from Account Nos. 102-100-CABC-7702-1201 and 101-100-BB-4392-2305 is hereby authorized, approved and directed.

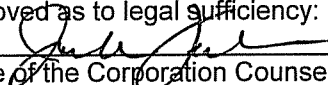
Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: _____, 2015 SIGNED: _____, 2015

RECORDED: _____, 2015 _____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 08/05/15
ORDINANCE REQUEST NUMBER: GFO-0259

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

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

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE16-06-34

ACCOUNTING INFORMATION: Account Nos. 102-100-CABC-7702-1201 and 101-100-BB-4392-2305

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Rex D. Evans aka Evans Cartage Trucking, Beelman Truck Co., & Donley Trucking, Inc. (Original Amount if Change Order) CONTRACT AMOUNT: \$ 500,000.00

CONTRACT TERM: 1 year TYPE OF AWARD: Bid Contract: All Responsive Bidders

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

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

This is a standard, recurring contract for hauling of byproducts at the power plant complex.

This Ordinance accepts Bid Contract No. UE16-06-34 in an amount not to exceed \$500,000.00 with Rex D. Evans aka Evans Cartage Trucking ("Evans"), Donley Trucking, Inc. ("Donley"), and Beelman Truck Co. ("Beelman") for byproduct hauling services for the Electric Division Generation Department. This contract authorizes the utility to hire licensed hauling contractors to haul byproducts from the Dallman Power Plant Complex to various locations in and around Central Illinois. These byproducts include, but are not limited to, coal ash, synthetic gypsum and Water Purification Plant lime sludge.

This contract is being awarded to all Responsive Bidders. When trucks are needed to haul the product, the lowest price hauler is given the opportunity to do the work first. If that hauler is unable to provide the trucks, then the other vendors, based upon their bid pricing, are contacted until the necessary trucks are secured. No specific quantities are guaranteed under this unit price contract, the hauling rate for which includes a monthly adjustment based on the cost of No. 2 fuel oil.

There were 3 bidders on this contract. Beelman is a City local vendor. Evans & Donley are County local vendors. Last year's ordinance was for the same dollar amount, but shared among 4 bidders. All of the bidders this year were awarded this contract last year.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

9134

AN ORDINANCE AUTHORIZING PAYMENT OF ANNUAL BANK SERVICE FEES IN AN AMOUNT NOT TO EXCEED \$70,000.00 TO ILLINOIS NATIONAL BANK FOR BANKING SERVICES THROUGH JUNE 30, 2016, FOR THE FINANCE DIVISION FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes payment in an amount not to exceed \$70,000.00 for monthly banking fees incurred during the normal course of operations for the City of Springfield Office of Public Utilities' general bank account at Illinois National Bank ("INB") for a 12 month period, from June 1, 2015, through June 30, 2016, for the Finance Division for Office of Public Utilities, and

WHEREAS, under said account, certain banking services used by the utility, including account credits, encoded checks, returned items, check sorting, electronic fund transfers, wire transfers and internet cash management, have monthly fees associated therewith, and

WHEREAS, the fees for these services vary each month depending on the number of transactions completed, and

WHEREAS, INB has the expertise necessary to provide said services in accordance with its existing banking services proposal and under its standard terms and conditions for deposit accounts, as applicable, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has previously determined that this contract is not subject to sealed competitive bidding.

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

Section 1. The Council of the City of Springfield, Illinois, hereby authorizes payment to Illinois National Bank in an amount not to exceed Seventy Thousand Dollars and No Cents (\$70,000.00) for monthly banking service fees for a 12 month term under an existing banking services proposal with Illinois National Bank and in conformance with Illinois National Bank's standard terms and conditions for deposit accounts, as applicable.

Section 2. The City Treasurer, Mayor and the City Clerk are hereby authorized and empowered to execute necessary documents regarding the City of Springfield Office of Public Utilities' Illinois National Bank deposit account and service fees.

Section 3. The Payment by the City of Springfield Office of Budget and Management to Illinois National Bank for the total maximum amount of Seventy Thousand Dollars and No Cents (\$70,000.00) from Account Nos. 101-300-KB-6483-2408 and 102-300-KB-7576-2408 is hereby authorized, approved and directed.

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

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 08-05-15

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: \$ 70,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: Account Nos. 101-300-KB-6483-2408 and 102-300-KB-7576-2408

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

PRIOR ORDINANCE INFORMATION: Not Applicable.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Illinois National Bank CONTRACT AMOUNT: \$ 70,000.00
(Original Amount if Change Order)

CONTRACT TERM: Through June 30, 2016 TYPE OF AWARD: Professional Services

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, recurring ordinance for the payment of bank fees.

This Ordinance authorizes payment in an amount not to exceed \$70,000.00 for monthly banking service fees incurred during the normal course of operations for the City of Springfield Office of Public Utilities' general bank account at Illinois National Bank (INB) for a 12 month period, from June 1, 2015, through June 30, 2016. These fees are charged for a number of services used by the utility, including costs associated with credits to the account, encoded checks, returned items, check sorting, electronic fund transfers, wire transfers, and internet cash management. This account provides a controlled clearing account for receipts of revenues of the Water and Electric system.

This account is a demand deposit account and is collateralized at a rate over 100 percent for deposits in excess of the Federal Deposit Insurance Corporation limit. INB's service fees range from \$3,000.00 to \$4,500.00 monthly, depending on the number of transactions conducted.

SIGN OFF: [Signature] Mayor's Office

[Signature] OBM
(When Applicable)

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ENVIROVAC WASTE TRANSPORT
SYSTEMS, INC. FOR REMOVAL AND BENEFICIAL REUSE OF SYNTHETIC GYPSUM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes an agreement with Envirovac Waste Transport Systems, Inc. (Envirovac), for removal and beneficial reuse of synthetic gypsum for five years, and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Envirovac submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Envirovac shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE16-15.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an agreement with Envirovac for removal and beneficial reuse of synthetic gypsum for the City of Springfield Office of Public Utilities.

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

Section 3. The deposit of payments received from Envirovac into Account No. 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

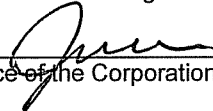
RECORDED: _____, 2015

ATTEST: _____

SIGNED: _____

MAYOR

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 08-05-15
ORDINANCE REQUEST NUMBER: GFO-256

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

EMERGENCY PASSAGE: YES/NO

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$(750,000.00) BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Competitive Sealed Proposals

ACCOUNTING INFORMATION: Account No. 102-100-CABC-7707-1232

PRIOR ORDINANCE INFORMATION: N/A

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Envirovac Waste Transport Systems, Inc. CONTRACT AMOUNT: \$(750,000.00)
(Original Amount if Change Order)

CONTRACT TERM: Through June 30, 2020 TYPE OF AWARD: Competitive Sealed Proposals:
Low Evaluated Proposal

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

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

This is a standard, recurring contract for the removal of synthetic gypsum from Dallman Power Station.

This Ordinance approves and authorizes the execution of a contract with Envirovac Waste Transport Systems, Inc. ("Envirovac") for the removal and beneficial use of at least 50,000 tons of synthetic gypsum per year for 5 years pursuant to Proposal No. UE16-15.

The primary goal of this program is to beneficially reuse as much synthetic gypsum as possible. Envirovac will remove the synthetic gypsum from the Power Plant Complex to be used for agricultural purposes. Envirovac will pay the City \$3.00 per ton. The City is allowed to contract with other vendors if Envirovac cannot keep up with our demands.

There were 3 vendors that submitted proposals. None are local vendors.

SIGN OFF: _____

Mayor's Office

B. BMC CBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

AN ORDINANCE APPROVING AN AMENDMENT TO A TELECOMMUNICATIONS AGREEMENT WITH
MEMORIAL HEALTH SYSTEM FOR 3132 OLD JACKSONVILLE ROAD
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance amends our existing contract with Memorial Health System ("Memorial"), and

WHEREAS, Ordinance 206-06-12 approved an agreement with Memorial for telecommunications service from Memorial's facility at 701 North First Street to the Koke Mill Medical Center at 3132 Old Jacksonville Road, and

WHEREAS, Memorial has requested that the segment speed be increased from 100 Mbps to 1,000 Mbps, and

WHEREAS, the increase in service will cause the monthly price to increase from \$1,295.00 per month to \$1,745.00 per month, and

WHEREAS, there are two years left on the contract, and

WHEREAS, a copy of the Amendment shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the Amendment with Memorial.

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

Section 3. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2015

SIGNED: _____, 2015

RECORDED: _____, 2015

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

**AMENDMENT TO TELECOMMUNICATIONS CONTRACT
SERVICE AGREEMENT BETWEEN ST. JOHN'S HOSPITAL
AND THE CITY OF SPRINGFIELD**

WHEREAS, the CITY OF SPRINGFIELD, ILLINOIS hereinafter referred to as "City", and Memorial Health System have entered into a Telecommunications Contract Service Agreement pursuant to Ordinance 206-06-12, and

WHEREAS, said Telecommunications Contract Service Agreement provides service between Memorial Health System facilities at 701 N 1st and 3132 Old Jacksonville Rd, and

WHEREAS, Memorial Health System wishes to change the segment speed from 100 Mbps to 1,000 Mbps and,

WHEREAS, all other terms of the original Telecommunications Contract Service Agreement remain the same.

NOW, THEREFORE, the City and Memorial Health System agree to amend said Telecommunications Contract Service Agreement as follows:

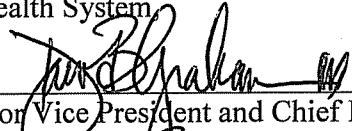
1. Paragraph I. Scope of Agreement is hereby amended by changing the segment speed from "100 Mbps" to "1,000 Mbps".
2. Paragraph III. Costs. A. Bandwidth Costs is amended by changing the monthly price from "\$1,295/month" to "\$1,745/month".
3. Exhibit A is amended, by replacing "100 Mbps Ethernet" with "1,000 Mbps Ethernet", and 5 Year Monthly Charge from "\$1,295" to "\$1,745".
4. All other terms and conditions of said Licensed Fiber Capacity shall remain the same.
5. This Amendment shall take effect upon approval by the City and by Memorial Health System.

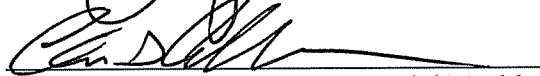
CITY OF SPRINGFIELD,

By: _____
Mayor

Attest: _____
City Clerk

Memorial Health System

By: 
Senior Vice President and Chief Information Officer

Attest: 
Chief Operating Officer, Memorial Health System

This Contract Has Been
Reviewed By MHS Legal Counsel

Anna Evans

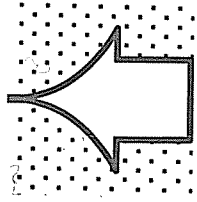
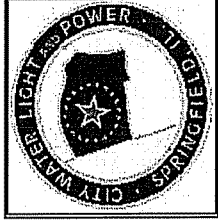




Exhibit A



Doug Ambrose
Memorial Health System
701 North First St.
Springfield, IL 62781

Jeff Hernandez
City, Water, Light & Power
1008 E. Miller
Springfield, IL 62702

Connection number	Point A		Point B		5 YR Monthly Charge	Installation Charge	Type of Service
	Site Name	Address	Site Name	Address			
1	MMC	701 N 1st St	Koke Mill Medical Center	3132 Old Jacksonville Rd	\$1,745.00		1000 Mbs Ethernet

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 08-05-15

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: \$(10,800.00) BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Amendment to Telecom Agreement

ACCOUNTING INFORMATION:

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

PRIOR ORDINANCE INFORMATION: 206-06-12

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Memorial Health System CONTRACT AMOUNT: \$
(Original Amount if Change Order)

CONTRACT TERM: thru June 2017 TYPE OF AWARD: n/a

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

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

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

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

This is a new ordinance amending our existing contract with Memorial Health System ("Memorial") for telecommunications service.

Ordinance 206-06-12 approved an agreement with Memorial for 100 Mbps Ethernet service from Memorial's facility at 701 North 1st Street to the Koke Mill Medical Center at 3132 Old Jacksonville Road. Memorial has asked to increase the segment speed to 1,000 Mbps. The increase in service will cause the monthly price to increase from \$1,295/month to \$1,745/month. There are 2 years left on the contract.

SIGN OFF: [Signature] Mayor's Office

[Signature] OBM
(When Applicable)