

001-01-15

**AN ORDINANCE AMENDING CHAPTER 34, SECTION 34.42 OF THE
1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED,
PERTAINING TO THE FOREIGN FIRE INSURANCE BOARD, AS
AMENDED**

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

WHEREAS, Chapter 34, Section 34.42 pertains to the Foreign Fire Insurance Board; and

WHEREAS, it is in the best interest of the City of Springfield to amend Section 34.42 to increase the members of the Foreign Fire Insurance Board from five to seven.

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

Section 1: That the City Council hereby amends Chapter 34, Sec. 34.42 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 34.42. - Election of members.

(a) The foreign fire insurance board shall consist of ~~five~~ seven members.

(b) The members of the Springfield Fire Department shall elect ~~five~~ seven officers who shall serve as the members of the board.

(c) The members of the department shall elect the following officers:

- (1) Chairman;
- (2) Vice chairman;
- (3) Secretary;
- (4) Treasurer; and
- (5) Trustee.

(d) Members of the board shall serve two-year terms and until their successors are elected and installed. The initial terms of office of the members of the board shall begin on March 1, 1990 and expire February 29, 1992.

(e) Vacancies shall be filled by election of the members of the department for the balance of the unexpired term.

Section 1.1: That the City Council hereby amends Chapter 34, Sec. 34.46 of the 1988 City of Springfield Code of Ordinances, as amended, by adding the following subsection (d):

(d) The Board shall annually transmit a copy of the Independent Auditor's Report of the Board's Financial Statements to the Mayor and to the City Council Coordinator for distribution to Aldermen.

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

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

Michael Houston TG
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenberg 1/7/15
Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

Dec. 16, 2014

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Amend City Code

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 34, SECTION 34.42 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO THE FOREIGN FIRE INSURANCE BOARD

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

CONTRACTOR / VENDOR NAME:

VENDOR NO:

CONTRACT TERM:

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☐ Other:

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

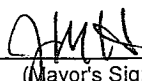
CITY PURCHASING AGENT:

Date:

COMMENTS

It is necessary to amend Sec. 34.42 of the City Code to increase the number of the members of the Foreign Fire Insurance Board from five to seven.

SIGN OFF:


(Mayor's Signature)


(Director of OBM)

002-01-15

**AN ORDINANCE AMENDING CHAPTER 110 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY ADDING
ARTICLE XIX, SECTIONS 110.901 THROUGH 110.917 REGARDING
TRANSPORTATION NETWORK COMPANY SERVICES, AS AMENDED**

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

WHEREAS, Transportation Network Company Services is transportation of a passenger between points chosen by the passenger and prearranged with a TNC Driver through the use of a TNC digital network or software application; and

WHEREAS, the City desires to amend Chapter 110 by adding Article XIX, Sections 110.901 through 110.917 regarding Transportation Network Companies (TNC).

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

Section 1: That the City Council hereby amends Chapter 110 of the 1988 City of Springfield Code of Ordinances, as amended, by adding Article XIX, Sections 110.901 through 110.917 as shown on Exhibit A attached hereto.

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

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

J. Michael Houston
Mayor J. Michael Houston

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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston,
Alderman Cory Jobe
Alderman Doris Turner
Alderman Jim McDonough
Alderman Sam Cahnman

Todd Greenberg 1/7/15
Office of Corporation Counsel / Date

EXHIBIT "A"

ARTICLE XIX- TRANSPORTATION NETWORK COMPANY SERVICES

The purpose of this Chapter is to ensure the safety, reliability and cost-effectiveness of Transportation Network Company (TNC) Services within the City of Springfield and to preserve and enhance access to these important transportation options for residents and visitors to Springfield.

§ 110-901. DEFINITIONS.

As used in this Chapter:

"Transportation Network Company" or "TNC" shall mean an entity licensed pursuant to this Chapter and operating in Springfield that uses a digital network or software application service to connect passengers to Transportation Network Company Services provided by Transportation Network Company Drivers. A TNC is not deemed to own, control, operate or manage the vehicles used by TNC Drivers, and is not a taxicab association or a for-hire vehicle owner.

"Transportation Network Company (TNC) Driver" shall mean an individual who operates a motor vehicle that is:

- (a) Owned, leased or otherwise authorized for use by the individual;
- (b) Not a taxicab or for-hire vehicle; and
- (c) Used to provide Transportation Network Company Services.

"Transportation Network Company (TNC) Services" shall mean transportation of a passenger between points chosen by the passenger and prearranged with a TNC Driver through the use of a TNC digital network or software application. TNC Services shall begin when a TNC Driver accepts a request for transportation received through the TNC's digital network or software application service, continue while the TNC Driver transports the passenger in the TNC Driver's vehicle, and end when the passenger exits the TNC Driver's vehicle. TNC Service is not taxicab, for-hire vehicle or street hail service.

§ 110-902. NOT OTHER CARRIERS.

TNCs or TNC Drivers are not commercial vehicles (as defined in Article IX of Chapter 110 of the Springfield City Code), contract carriers, common carriers or motor carriers, nor do they provide taxicab or for-hire vehicle service.

§ 110-903. TNC PERMIT REQUIRED.

- (a) A person shall not operate a TNC in Springfield without first having obtained a permit from the Division Manager of Business Licensing in the Office of the Corporation Counsel.

(b) The Division Manager of Business Licensing in the Office of the Corporation Counsel shall issue a permit to each applicant that meets the requirements for a TNC set forth in this Chapter, and pays an annual permit fee of \$1,500.00 to the City of Springfield.

§ 110-904. AGENT.

The TNC must maintain an agent for service of process in the State.

§ 110-905. FARE CHARGED FOR SERVICES.

A TNC may charge a fare for the services provided to passengers; provided that, if a fare is charged, the TNC shall disclose to passengers the fare calculation method on its website or within the software application service. The TNC shall also provide passengers with the applicable rates being charged and the option to receive an estimated fare before the passenger enters the TNC Driver's vehicle.

§ 110-906. IDENTIFICATION OF TNC VEHICLES AND DRIVERS.

The TNC's software application or website shall display a picture of the TNC Driver, and the license plate number of the motor vehicle utilized for providing the TNC Service before the passenger enters the TNC Driver's vehicle.

§ 110-907. ELECTRONIC RECEIPT.

Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the passenger that lists:

- (a) The origin and destination of the trip;
- (b) The total time and distance of the trip; and
- (c) An itemization of the total fare paid, if any.

§ 110-908. INSURANCE.

The TNC or TNC Driver shall maintain an automobile liability insurance that:

(a) Provides liability coverage of at least \$1,000,000 per accident for bodily injury and property damage involving a TNC Driver's operation of a motor vehicle while providing TNC Services;

(b) Provides liability coverage of at least \$20,000 per person for bodily injury and at least \$40,000 for personal injury of two or more persons per accident, and at least \$15,000 for property damage per accident, during the time that a TNC Driver is logged into the TNC's digital network and available to receive requests for transportation, but is not providing TNC Services. This subsection (b) may be satisfied by a combination of insurance policies maintained by the TNC or TNC Driver.

(c) An insurance policy required by this Section 8 may be placed with an insurer licensed under the Illinois Insurance Code (215 ILCS 5/1 et seq.) or with a surplus lines insurer eligible under Section 445 of the Illinois Insurance Code (215 ILCS 5/445).

(d) If an accident occurs involving a motor vehicle that is being used to provide TNC Services, the TNC Driver shall provide proof of insurance information to the other parties involved in the accident (including any passengers of the TNC driver)

regarding liability insurance coverage for the TNC Driver's motor vehicle at the time of the accident. The TNC Driver shall also notify the TNC of the accident.

§ 110-909. ZERO TOLERANCE FOR DRUG OR ALCOHOL USE.

(a) The TNC shall implement a zero tolerance policy on the use of drugs or alcohol while a TNC Driver is providing TNC Services or is logged into the TNC's digital network but is not providing TNC Services, and shall provide notice of this policy on its website, as well as procedures to report a complaint about a driver with whom a passenger was matched and whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the trip.

(b) Upon receipt of such passenger complaint alleging a violation of the zero tolerance policy, the TNC shall immediately suspend such TNC Driver's access to the TNC's digital platform, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.

(c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two (2) years from the date that a passenger complaint is received by the TNC.

§ 110-910. TNC DRIVER REQUIREMENTS.

(a) Prior to permitting an individual to act as a TNC Driver on its digital platform, the TNC shall:

- (1) Require the individual to submit an application to the TNC, which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC;
- (2) Conduct, or have a third party conduct, a local and national criminal background check for each applicant that shall include:
 - (i) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and
 - (ii) National Sex Offender Registry database;
- (3) Obtain and review a driving history research report for such individual.

(b) The TNC shall not permit an individual to act as a TNC Driver on its digital platform who:

- (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);

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- (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time of fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror;
- (3) Is a match in the National Sex Offender Registry database;
- (4) Does not possess a valid driver's license;
- (5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC Services;
- (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC Services; or
- (7) Is not at least 19 years of age.

§ 110-911. VEHICLE SAFETY AND EMISSIONS.

The TNC shall require that any motor vehicle(s) that a TNC Driver will use to provide TNC Services meets the applicable requirements of Articles I through VI of Chapter 12 of the Illinois Vehicle Law (626 ILCS 5/12-100 through 12-613).

§ 110-912. NO STREET HAILS.

A TNC Driver shall exclusively accept rides booked through a TNC's digital network or software application service and shall not solicit or accept street hails.

§ 110-913. NO CASH TRIPS.

The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments from passengers and notify TNC Drivers of such policy. TNC Drivers shall not solicit or accept cash payments from passengers. Any payment for TNC Services shall be made only electronically using the TNC's digital network or software application.

§ 110-914. NO DISCRIMINATION; ACCESSIBILITY.

(a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age or sexual orientation/identity with respect to passengers and potential passengers and notify TNC Drivers of such policy.

(b) TNC Drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity.

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(c) TNC Drivers shall comply with all applicable laws relating to accommodation of service animals.

(d) A TNC shall not impose additional charges for providing services to persons with physical disabilities because of those disabilities.

(e) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a TNC cannot arrange wheelchair-accessible TNC Service in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

§ 110-915. [Reserved]

§ 110-916. RECORDS. A TNC shall maintain:

(a) individual trip records for at least one (1) year from the date each trip was provided; and

(b) TNC Driver records at least until the one year anniversary of the date on which a TNC Driver's activation on the TNC digital network has ended.

§ 110-917. PERSONALLY IDENTIFIABLE INFORMATION.

A TNC shall not disclose a passenger's personally identifiable information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a TNC shall be permitted to share a passenger's name and/or telephone number with the TNC Driver providing TNC Services to such passenger in order to facilitate correct identification of the passenger by the TNC Driver, or to facilitate communication between the passenger and the TNC Driver.

S:\WPDOCS\ORDINANC\CODE\Ch 110 Art. XIX 110.901-110.917 Transportation Network Company Services.docx

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**AN ORDINANCE APPROVING THE APPOINTMENT OF RYAN D. NATION AND
APPROVING THE REAPPOINTMENT OF CHRIS HARNEY TO THE
SPRINGFIELD ELECTRICAL COMMISSION**

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

WHEREAS, pursuant to Section 172.12.09 of the 1988 City Code of Ordinances, as amended, the mayor, with advice and consent of the city council, shall appoint members to the Electrical Commission for three-year terms; and

WHEREAS, Paul Turczyn's appointment has or soon will expire; and

WHEREAS, Mayor J. Michael Houston desires to appoint Ryan D. Nation to replace Mr. Turczyn through January 2018; and

WHEREAS, Chris Harney's appointment has or soon will expire and Mayor Houston desires to reappoint Chris Harney to serve an additional three years.

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

Section 1: That the City Council hereby approves the following appointment and reappointment to the Springfield Electrical Commission:

APPOINTMENT:

NAME	ADDRESS	TERM EXPIRES
Ryan D. Nation	3648 Stagecoach Rd 62707	January 2018

REAPPOINTMENT:

NAME	ADDRESS	TERM	TERM EXPIRES
Donald Chris Harney	2601 Baronne Drive	3 yrs.	January 2018

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

Michael Houston
Mayor J. Michael Houston

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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Greenberg 12/11/14
Office of Corporation Counsel Date

Ryan D. Nation

3648 Stagecoach Road, Springfield, IL 62707 • 217-747-9442 • rnation@hanson-inc.com

Objective

To apply to be appointed to the City of Springfield Electrical Commission. It should be noted that my current address is 3648 Stagecoach Road Springfield, IL 62707.

Professional Experience

May 1997 - Present Hanson Professional Services, Inc. Springfield, IL

Chief Electrical Engineer, P.E., RCDD

Responsible for electrical design for all market groups within the company.

- Registered Professional Engineer in Illinois and Iowa.
- BICSI registered communication distribution designer (RCDD).
- Experience with power, lighting, telecommunications, fire alarm, access control, multimedia, video monitoring, paging and nurse call systems.
- Experience with life safety, emergency lighting and exit lighting systems.
- Experience with emergency generators and automatic transfer switches.
- Experience with lightning protection, surge protection and grounding systems.
- Experience with outside plant power and campus telecommunications distribution systems.
- Experience with roadway, rail yard and airport lighting systems.
- Served as a FEMA contract employee as a Public Assistance Coordinator following Hurricanes Katrina and Rita.
- Primary mentor and trainer for new electrical hires in the Hanson Springfield office.

Professional Skills

- Advanced knowledge of Lithonia Visual lighting design software.
- Advanced knowledge with Cummins-Onan generator sizing software.
- Advanced knowledge of Electrical Designer Reference (EDR) voltage drop and short circuit analysis tool.
- Advanced knowledge of Microsoft Excel and average knowledge of Microsoft Word.
- 17 years of experience with electrical building, roadway lighting and other electrical system designs.
- Familiar with Autodesk AutoCAD.
- Familiar with Autodesk Revit.
- Experience with outside plant power and campus telecommunications distribution systems.

Education

January, 1993 – December, 1994 Lincoln Land Community College Springfield, IL

Associate of Science

May, 1995 – May, 1997 Southern Illinois University Edwardsville, IL

Bachelor of Science in Electrical Engineering with Magna Cum Laude Honors
Dean's List, Southern Illinois University at Edwardsville; GPA: 3.8 out of 4.0

References

References are available on request.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

Dec. 16, 2014

OFFICE REQUESTING: Mayor

CONTACT PERSON: Willis Logan

PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: Appoint

FISCAL IMPACT: na

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE APPOINTMENT OF RYAN D. NATION TO THE SPRINGFIELD ELECTRICAL COMMISSION AND REAPPOINTING CHRIS HARNEY

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

Resume

CONTRACTOR / VENDOR NAME:

VENDOR NO:

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

Code Provision:

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

REVENUE

EXPENDITURE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Paul Turczyn's term has or soon will expire on the Electrical Commission and pursuant to Ch. 172.12.09(a) of the 1988 City of Springfield Code of Ordinances, as amended, the mayor with the advice and consent of the city council shall desires to appoint Ryan D. Nation, who resides at 3648 Stagecoach Road, to serve on the Electrical Commission for a three year term expiring January 2018. Reappoint Chris Harney.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

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004-01-15

AN ORDINANCE APPROVING AN AGREEMENT WITH DRAKE, NARUP & MEAD, P.C. FOR RANDALL A. MEAD TO PROVIDE LEGAL SERVICES REGARDING SANGAMON COUNTY COURT CASE NO. 2008-L-176, *MARY YARBOROUGH, INDIVIDUALLY AND AS SPECIAL ADMINISTRATOR OF THE ESTATE OF ERIC JONES v. CITY WATER LIGHT & POWER AND CITY OF SPRINGFIELD*, AND AUTHORIZING PAYMENT FOR AN AMOUNT NOT TO EXCEED \$50,000.00

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

WHEREAS, it is in the best interest of the City of Springfield to obtain legal services in Sangamon County Court Case No. 2008-L-176, *Mary Yarborough, Individually and as Special Administrator of the Estate of Eric Jones v. City Water Light Power and City of Springfield*; and

WHEREAS, Randall Mead, of Drake, Narup & Mead, P.C., is willing and able to provide legal services for an amount not to exceed \$50,000.00; and

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

WHEREAS, a copy of the contract with Randall Mead of Drake, Narup & Mead, P.C. shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes an agreement with, and payment in an amount not to exceed \$50,000.00 to, Drake, Narup & Mead, P.C. for Randall Mead to provide legal services in Sangamon County Court Case No. 2008-L-176, *Mary Yarborough, Individually and as Special Administrator of the Estate of Eric Jones v. City Water Light & Power and City of Springfield*. The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Drake, Narup & Mead, P.C. (0DRA2624) in an amount not to exceed \$50,000.00 from account number 074-107-BMGT-LIAB-1217 in accordance with the terms of the agreement.

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

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



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

MEMORANDUM

TO: Todd Greenberg

FROM: Jay Wavering

DATE: December 11, 2014

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Drake, Narup & Mead, P.C. for legal services regarding case 2008-L-176 in an amount not to exceed \$50,000.00 for the Office of Corporate Council.

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.

004-01-15



DRAKE, NARUP & MEAD, P.C.
ATTORNEYS AT LAW
107 EAST ALLEN
SPRINGFIELD, ILLINOIS 62704

DAVID L. DRAKE
RICHARD H. NARUP
RANDALL A. MEAD
KIRK W. LAUDEMAN
CHRISTIAN D. BISWELL
STEVEN C. WARD

RECEIVED

MAR 25 2014

March 21, 2014

Mr. Steven Rahn
Office of Corporation Counsel
City of Springfield
800 E Monroe
Springfield, IL 62701

Re: Contract work for city

Dear Steve:

It was good to see you again at the hearing last Thursday. We discussed the possibility of the City contracting out some of its casualty/tort claim defense work. Just to follow up on that, I would like to be considered for that work if and when the City decides to seek assistance of outside counsel. My rate for that type of work would be \$150 per hour. Associate time would be billed at \$125 and paralegal at \$75. These rates are the average of what I charge private insurers for similar work, without a volume discount.

As you know, I have been a trial lawyer working almost exclusively in the field of tort litigation for the last 34 years. I like to think I enjoy a reputation for excellence in defending personal injury and property damage cases. I also handle construction litigation and insurance coverage disputes. I routinely defend cases on behalf of large casualty insurers such as State Farm, West Bend, Hastings Mutual, Frankenmuth and others. Further, I enjoy good relationships with most of the physicians in town due to my firm's work defending medical (and legal) malpractice cases and my work with SIU School of Medicine as a member of its adjunct staff. I was a member of the Supreme Court's IPI Civil Jury Instruction Committee for the maximum 9 years. I currently handle civil matters across the entire state of Illinois, although I rarely get into Cook County.

There are several attorneys in town who are as proficient as I in handling this sort of litigation. All would serve the City well. I think the difference is that unlike many, I do not view the City as a "cash cow." I bill only my real time on a minimum basis and my only minimum is 1 hour for any court appearance. I do not bill for secretary time such as setting up and noticing depositions, or strictly staff-generated correspondence.

004-01-15

Mr. Steven Rahn

March 21, 2014

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I will be happy to meet with you or anyone else with the City to discuss this possible venture, at your leisure.

If you have any questions, please feel free to call.

Very truly yours,

DRAKE, NARUP & MEAD, P.C.

By

A handwritten signature in dark ink, appearing to read "Randall A. Mead", is written over a horizontal line.

Randall A. Mead

Mead@dnmpc.com

RAM/abt



DRAKE, NARUP & MEAD, P.C.
ATTORNEYS AT LAW
107 EAST ALLEN
SPRINGFIELD, ILLINOIS 62704

DAVID L. DRAKE
RICHARD H. NARUP
RANDALL A. MEAD
KIRK W. LAUDEMAN
CHRISTIAN D. BISWELL
STEVEN C. WARD

April 10, 2014

Mr. Steven Rahn
Office of Corporation Counsel
Room 327, Municipal Center East
800 E. Monroe Street
Springfield, Illinois 62701

Re: Yarborough (Jones) v. City of Springfield
Our File No.: 2175
Representation Agreement

Dear Mr. Rahn:

Thank you for asking us to help represent the City of Springfield ("City") in the above-referenced litigation. This letter will summarize our agreement as to the role of our law firm, compensation and other matters concerning representation of the City.

Drake, Narup & Mead, P.C., ("we" or "our") will appear in this lawsuit as co-counsel for the City and the Office of Corporation Counsel will also continue its representation of the City, along with us. We look forward to working in collaboration with your office. We will move to continue the current trial setting of June 3, because of the Plaintiff's recent claim that the City can be liable in negligence and because of the recent informal disclosure of an expert witness on behalf of the Plaintiff.

No retainer is required. Our rates for work on this matter are \$150 per hour for principals (Drake, Narup, Mead, Laudeman) and \$125 per hour for associates (Biswell, Ward). I expect to do most, if not all of the work on this matter. If paralegal work is required in our judgment, that will be billed at \$75 per hour. We bill in 1 hour increments and our only minimum is 1 hour for in person court appearances. We understand the City requires monthly billing. We further understand bills from outside vendors (ie, court reporters, investigators) are to be sent to the City for direct payment by the City. Travel time is billed at the hourly rate, plus mileage at the federal government reimbursement rate.

Mr. Steven Rahn
April 10, 2014
Page 2 of 2

Please have the appropriate officer for the City sign and return the enclosed copy of this letter. If you have any questions, please do not hesitate to call.

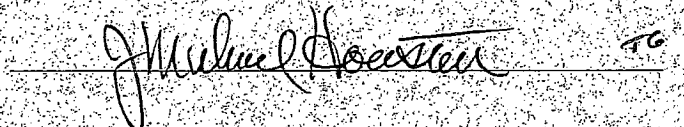
Very truly yours,

DRAKE, NARUP & MEAD, P.C.

By 
Randall A. Mead
mead@dnmpc.com

RAM/abt

On behalf of the City of Springfield, the undersigned acknowledges and agrees to the above terms.


Print: J. Michael Houston, Mayor

004-01-15

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

Dec. 16, 2014

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Steve Rahn

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: PROFESSIONAL SERVICES FISCAL IMPACT: \$50,000.00

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT WITH DRAKE, NARUP & MEAD, P.C., FOR RANDALL A. MEAD TO PROVIDE LEGAL SERVICES REGARDING SANGAMON COUNTY COURT CASE NO. 2008-L-176, MARY YARBOROUGH, INDIVIDUALLY AND AS SPECIAL ADMINISTRATOR OF THE ESTATE OF ERIC JONES v. CITY WATER LIGHT & POWER AND CITY OF SPRINGFIELD, AND AUTHORIZING PAYMENT FOR AN AMOUNT NOT TO EXCEED \$50,000.00

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

CONTRACTOR / VENDOR NAME: DRAKE, NARUP & MEAD, P.C.

VENDOR NO: 0DRA2624

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

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

Method of Purchase (check one)

☐ Low Bid ☐ Other: ☒ Exception: 38.42
☐ Low Bid Meeting Specs ☐ Low Evaluated Bid Code Provision: Professional Services

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

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

FUNDS CHECK BY: Date: 12/11/14
DIRECTOR / SUPERVISOR SIGNATURE Date: 12/11/14
CITY PURCHASING AGENT: Date:

COMMENTS

It is in the best interest of the City to obtain legal services for a negligence lawsuit involving a drowning at Lake Springfield, Sangamon County Court Case No. 2008-L-176, Mary Yarbrough, Individually and as Special Administrator of the Estate of Eric Jones v. City Water Light & Power and City of Springfield. This ordinance will authorize a professional services agreement with Drake, Narup & Mead, P.C. for Randall Mead to provide these legal services in the amount of \$125 hour and for a total amount not to exceed \$50,000.00.

SIGN OFF: 004-01-15
(Mayor's Signature)

(Director of OBM)

005 - 01 - 15

**AN ORDINANCE AUTHORIZING PAYMENT TO RYAN VOGEL, AN
OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF A
WORKERS' COMPENSATION CLAIM FOR CLAIM NUMBER
14294E129475**

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, Ryan Vogel was a floor operator for the Office of Public Utilities and on March 3, 2014, reported pain in his shoulder after dragging a fire hose into a building; and

WHEREAS, conservative treatment failed and Mr. Vogel was sent for an MRI which revealed a labral tear; and

WHEREAS, surgery was completed in June 2014 and Mr. Vogel was able to return to work full duty in October of 2014; and

WHEREAS, Mr. Vogel filed a pro se workers' compensation claim (#1494E129475 – IWCC number pending) and is willing to settle his claim in the amount of \$31,572.63 representing a permanent partial disability equivalent to 8.75 % loss of use of a man as a whole which is equivalent to 17.5% loss of use of the left shoulder; and

WHEREAS, CCMSI, the City's third-party administrator, recommend payment in the amount of \$31,572.63 to Mr. Vogel to settle workers' compensation claim number 1494E129475 – IWCC number pending).

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

Section 1: That the City Council hereby authorizes payment of \$31,572.63 to Ryan Vogel, an Office of Public Utilities employee, to settle workers' compensation claim number 14294E129475 – IWCC number pending) representing a permanent partial disability equivalent to 8.75% loss of use of a man as a whole which is equivalent to 17.5% loss of use of the left shoulder. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$31,572.63 as provided in the Settlement Agreement to Ryan Vogel pro se from Account Number 074-107-BMGT-WCMP-2205.

Section 3: That the Office of Public Utilities is hereby directed to pay Account Number 074-107-BMGT-WCMP-5002 the sum of \$31,572.63.

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

ATTEST: [Signature]
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

[Signature]
Mayor J. Michael Houston

Approved as to legal sufficiency:

[Signature] / 12/10/14
Office of Corporation Counsel / Date

005-01-15

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

December 16, 201

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Todd Greenburg

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Workers' Comp Settlement - CWLP FISCAL IMPACT: \$31,572.63

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO RYAN VOGEL, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR SETTLEMENT OF WORKERS' COMPENSATION CLAIM FOR CLAIM NUMBER 14294E129475 (IWCC NUMBER PENDING)

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

CONTRACTOR / VENDOR NAME: Ryan Vogel-pro se

VENDOR NO:

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:

Previous Ord #'s

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

Code Provision:

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

CWLP REIMBURSEMENT

	Fund	Agency	Org	Activity	Source	Amount
1	074	107	BMGT	WCMP	5002	31,572.63
2						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$31,572.63
2						

DATE OF HIRE: 11/01/08

FUNDS CHECK BY:

Date:

DIRECTOR'S SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Ryan Vogel was an floor operator for the Office of Public Utilities, and on March 3, 2014, reported pain in his shoulder after dragging a "fire" hose into the building. He treated conservatively and due to continued pain complaints was sent for an MRI which revealed a labral tear. Surgery was recommended and completed in June; he was able to return to work full duty in October 2014. Mr. Vogel requested a pro se settlement on claim number 14294E129475 (IWCC number pending) and is willing to settle his case in the amount of \$31,572.63 representing a permanent partial disability equivalent to 8.75 MAW which is equivalent to 17.5% of the left shoulder. CCMSI, the city's third party administrator, recommend payment of \$31,572.63 to Mr. Vogel to settle workers' compensation case for claim number 14294E129475 (IWCC number pending).

005-01-15

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

006-01-15

AN ORDINANCE AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT 13-SR-0006 WITH HELPING HANDS OF SPRINGFIELD, INC. FOR ACQUISITION OF PROPERTY LOCATED AT 1023 E. WASHINGTON STREET FOR USE AS AN EMERGENCY HOMELESS SHELTER UTILIZING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$215,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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, Helping Hands of Springfield, Inc. has requested assistance in the amount of \$215,000.00 for acquisition of 1023 E. Washington Street to be used as an emergency homeless shelter utilizing the City's Community Development Block Grant (CDBG) funds; and

WHEREAS, the Office of Planning and Economic Development has determined that the project described in Subrecipient Agreement 13-SR-0006 involves appropriate expenditure of CDBG funds pursuant to 24 CFR 570.201(c), Public Facilities & Improvements; and

WHEREAS, the proposed activities meet HUD's broad national objective of benefits to low and moderate income persons under 24 CFR 570.208(a)(1)(i); and

WHEREAS, the Subrecipient Grant Agreement 13-SR-0006 will be administered by the Office of Planning and Economic Development; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves Subrecipient Agreement 13-SR-0006 with Helping Hands of Springfield, Inc. for a total amount not to exceed \$215,000.00 to carry out eligible public service activities with the use of the City's Community Development Block Grant (CDBG) funds for acquisition of 1023 E. Washington Street to be used as an emergency homeless shelter.

Section 2: That the Office of Budget and Management is hereby authorized to make payments in an amount not to exceed \$215,000.00 to Helping Hands of Springfield, Inc. (OHEL 2000) from account number 050-111-DEVL-DEVL-2110 pursuant to the terms and conditions of the Subrecipient Agreement 13-SR-0006.

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

ATTEST: [Signature]
City Clerk Cecilia K. Tumulty

[Signature]
Mayor J. Michael Houston

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

[Signature] / 12/10/14
Office of Corporation Counsel / Date

006-01-15

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

OPED 608

DATE OF 1ST READING:

12/02/14

OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENTCONTACT PERSON: Mike FarmerPHONE NUMBER: 789-2377EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sub-recipient agreeentFISCAL IMPACT: \$215,000 CDBG

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

SUGGESTED TITLE:

An ordinance authorizing the execution of a sub-recipient agreement No. 13-SR-0006 with and authorizing payment to Helping Hands of Springfield, Inc for the acquisition of the property at 1023 East Washington Street for use as an an emergency homeless shelter with the use of Community Development Block Grant Funds in the amount of \$215,000 through the Office of Planning and Economic Development.

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

Sub-recipient agreement

CONTRACTOR / VENDOR NAME: Helping Hands of Springfield, Inc.VENDOR NO: 0HEL2000CONTRACT TERM: January 30, 2015Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: Acquisition cost☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	050	111	DEVL	DEVL	2110	\$215,000.00
2						
3						
4						

COMMENTS

An ordinance authorizing the execution of a sub-recipient agreement No. 13-SR-0006 with Helping Hands for acquisition of 1023 E. Washington Street for use as the homeless shelter with the use of CDBG funds.

FUNDS CHECK BY: [Signature]Date: 11/13/14DIRECTOR / SUPERVISOR SIGNATURE: [Signature]Date: 11-13-14

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
CITY OF SPRINGFIELD, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM
SUBRECIPIENT AGREEMENT

NO. 13-SR-0006

For

HELPING HANDS of SPRINGFIELD, INC.

by the

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT OF THE
CITY OF SPRINGFIELD, ILLINOIS

800 East Monroe

Springfield, Illinois 62701

006 - 01 - 15

PART I

NOTICE OF GRANT AWARD

Inasmuch as **Helping Hands of Springfield, Inc.**, hereinafter called "Grantee," has satisfied all conditions precedent to the award of a Grant under HUD's Community Development Block Grant (CDBG) Program, the Office of Planning and Economic Development of the City of Springfield, Illinois, hereinafter called the "Office," is hereby making financial assistance available to the Grantees in an amount which does not exceed the sum of **\$215,000.00** in Community Development Block Grant (CDBG) Entitlement Program funds, CFDA No. 14.218. This Grant is for the purpose of undertaking activities in accordance with requirements of the Community Development Block Grant Program administered by the Office of Planning and Economic Development of the City of Springfield. The Grantee agrees to use funds provided under this agreement to meet CDBG funding requirements and to prepare all necessary information for the program. The Office has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Subgrant includes the following sections, all of which are incorporated into and made a part of this Subgrant:

Part I	Notice of Grant Award
Part II	Method of Compensation; Fiscal Recording/Reporting Requirements
Part III	Terms and Conditions Governing the Grant
Part IV	Assurances
Part V	Budget
Part VI	Description of Work

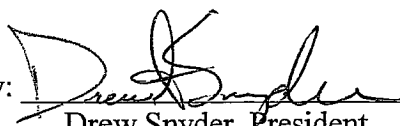
This Grant is to be used for the purpose of providing financial assistance to the Grantee named above in order to address, at the local level, one of HUD's three broad national objectives, namely, 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums or blight; or 3) meeting particularly urgent needs, through the achievement of specific activities to insure measurable program benefits as described in Part VI, Description of Work. In utilizing this financial assistance, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in this agreement.

Under penalties of perjury, the undersigned certifies that **37-1255889** is its correct Federal Employer Identification Number (FEIN). The organization does business as a(n):

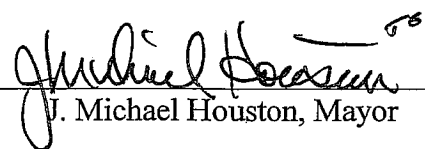
Limited Liability Co.	
Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization [IRC 501(a) only]
Corporation	Trust or Estate
X Nonprofit Corporation	Medical/Health Care Service Provider Corporation

The Grantee is hereby authorized to incur costs against this Subgrant during the grant period beginning January 1, 2015 through the ending date of June 30, 2015. The Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

GRANTEE
HELPING HANDS OF SPRINGFIELD,
INC.

By: 
Drew Snyder, President

CITY OF SPRINGFIELD
OFFICE OF PLANNING AND
ECONOMIC DEVELOPMENT

By: 
J. Michael Houston, Mayor

Date: 1/7/2015

FEIN: 37-1255889

FISCAL YEAR: July 1 through June 30

DUNS: #12-486-0326

CCR- CAGE/NCAGE: #53V97

PART II

METHOD OF COMPENSATION, FISCAL RECORDING/ REPORTING REQUIREMENTS

1. Compensation to the Grantees. Payments pursuant to this Subgrant are subject to the availability of federal Community Development Block Grant Program funds and their appropriation or authorized expenditure under federal and local law.

For carrying out the program objectives as described in Part VI, Description of Work, the total compensation and reimbursement payable by the Office to the Grantee shall not exceed the sum of **Two Hundred Fifteen Thousand and 00/100ths Dollars (215,000.00)** The total amount payable to the Grantee shall be paid upon the Office's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87, "Cost Principles for State and Local Governments," and OMB Circulars and A-122 and 24 CFR Part 85 as they relate to the acceptance and use of program funds by private nonprofit organizations.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **Two Hundred Fifteen Thousand and 00/100ths Dollars (215,000.00)** for all of the activities or services required.

2. Method of Compensation. The method of compensation shall be in accordance with applicable state and federal laws relative to such compensation by which the Office is governed.

Unless otherwise specified under **Special Grant Conditions**, *infra*, Grantee shall be paid as follows: Payments will be subject to the initiation of an invoice/voucher by the Grantee. Payment shall be by reimbursement only. The Grantee shall maintain appropriate records of actual costs incurred and the beneficiaries of the project described in Part VI. Grantee shall submit to the Office a payment request complete with vouchers, receipts, an expenditure summary and the required statistical information detailed in **Special Grant Conditions**. The Grantee cannot be reimbursed for costs incurred against program activities in excess of the approved grant amount without prior approval of the Office in accordance with Part III, 1.b., of this Agreement.

If the Grantee expends funds contrary to the provisions of this Agreement, such action will require the repayment of those funds, if the expenditure violates the Grantee's assurances or the statutory provisions. Overpayments of grant funds (un-liquidated balance) shall promptly be

refunded to the Office, accompanied by either the final expenditure summary report or the audit report. The Grantee agrees to repay the Office any funds that are determined by the Office to have been spent improperly. The Grantee agrees to incur costs only during the grant period defined in Part I of this Agreement. The Grantee agrees to request reimbursement of those costs within 30 days of the end of the grant period. The Office is not obligated to disburse funds after that time.

3. Fiscal Recording/Reporting Requirements. Grantee's financial management system shall be structured to provide accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. Grantee shall be accountable for all funds received under this Grant and shall maintain effective control over all funds, equipment, property, and other assets acquired under this Agreement as required by the Office. Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully or for disallowed costs.

4. Uniform Administrative Requirements and Financial Management.

a. A grantee which is a governmental entity (including public agencies) shall comply with the applicable requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (implemented at 24 CFR Part 84.26); and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

b. A grantee which is not a governmental entity shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable; and with 24 CFR Part 85. Applicable sections of the foregoing are set forth in 24 CFR 570.502.

c. The Grantee shall maintain records, in accordance with 24 CFR 85.20, that adequately identify the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

5. The Grantee shall on January 21, 2015 submit to the Office a summary of beneficiaries of the project as described in **Special Grant Conditions** and a summary of the costs incurred and for program activities described in the budget set forth in Part V of this Agreement.

6. The Office reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

PART III

TERMS AND CONDITIONS GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant. This Grant is subject to revision as follows:

a. Modifications by Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or state law or regulations promulgated pursuant thereto. Any such required modification shall be incorporated into and be made part of this Grant as fully as if set forth herein. The Office shall notify the Grantee of any pending implementation of, or proposed amendment to, such regulations which could affect the operation of the program, within a reasonable period of time after the Office is so notified.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the grant period will vary from the amounts budgeted by program activity, it shall request approval of the Office in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Office. Failure of the Grantee to request approval of the Office of anticipated budget variations shall be deemed sufficient reason for the Office to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget), even if the total costs incurred are within the limits of the total grant budget. If the Office grants the budget revision, the Office shall give the Grantee a revised expenditures summary incorporating the change.

c. Other Modifications by Office or Grantee

If either the Office or the Grantee desires to modify the terms of this Grant other than as set forth in Paragraphs 1.a. and 1.b., above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Office and the Grantee, except that if the Office gives the Grantee notice of a proposed modification without prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance by the Grantee, and the proposed modification shall be effective upon receipt by the Grantee.

d. Program Amendments

The Office will consider program amendments if they are necessitated by actions beyond the control of the Grantee. The Grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

(1) New or significantly altered activities will be evaluated in accordance with the criteria applicable at the time of the original application.

(2) Consideration shall be given to whether a newly-proposed activity can be completed promptly.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Office or his designee.

3. Monitoring and Evaluation. The Office will monitor and evaluate the progress of the grant activities authorized under this Agreement. Activities will be monitored for compliance with state and federal rules, regulations, and requirements periodically throughout the grant period. Activities will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development (HUD).

4. Programmatic Reports. Grantee will submit program progress and accomplishment reports as required by the Office in the Special Grant Conditions.

5. Sanctions. If the Office determines that the Grantee is not complying with the requirements of this Grant Agreement or other state or federal laws, the Office shall take whatever action it deems appropriate. Such action may include: (a) issuance of a warning letter, (b) conditioning a future grant, (c) directing Grantee to stop incurring costs, (d) requiring some or all Grant funds to be remitted to the Office, (e) reducing the levels of funds Grantee would otherwise be entitled to, and (f) electing not to provide future grant funds to the Grantee until appropriate actions have been taken to insure program compliance.

6. Suspension. If Grantee fails to comply with any of the terms or conditions of the Grant award, the Office may, after notice to the Grantee, suspend the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7 hereof. The Office may determine to allow costs which the Grantee could not reasonably avoid incurring during the period of suspension, provided such costs were necessary for the conduct of the activity.

7. Termination. This Grant may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant shall terminate in full or in part, at the discretion of the Office, in the event that the Office suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Office suffers such a loss of funding in full or in part, the Office shall give the Grantee written notice setting forth the effective date of full or partial termination, or, if a change in funding is required, setting forth the change in funding and any attendant changes in the approved budget.

b. Termination for Noncompliance with Grant Conditions

If the Office determines that the Grantee has failed to comply with the terms and conditions of the Agreement, the Office may terminate the Grant in whole, or in part, at any time before the date of completion. The Office shall promptly notify the Grantee in writing of this determination to terminate, reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Office shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Office or the Grantee may terminate the Grant in whole or in part, when the Office and Grantee agree that continuation of the program objectives would not produce beneficial expenditures of funds. The Office and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Office shall allow full credit to the Grantee for the Office's share of the noncancellable obligations, properly incurred by the Grantee prior to termination.

8. Audits and Inspections. The Grantee will, as often as deemed necessary by the Office or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Office or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant provision that the Office or Comptroller General of the United States, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under this Agreement. A grantee receiving \$500,000 or more in federal funds during any given reporting period shall submit to the Office an audit report for that period in accordance with the requirements of OMB Circular No. A-133.

9. City Not Liable. To the extent allowable by Illinois law, Grantee shall defend, indemnify and save the City of Springfield harmless from any and all loss, claims, demands and actions based upon or arising out of any service performed by the Grantee or by its associates and employees under this Agreement or in any way accruing against the City in consequence of this Agreement, or which may in any way result therefrom.

10. Interest of Public Officials and Employees. In addition to conflict of interest requirements in OMB Circulars A-102 and 24 CFR Part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, governmental recipient, or nonprofit recipient (or of any designated public agency) that receives Community Development Block Grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process, gain inside information with personal or financial interest or benefit from the activity, may have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Office which may be necessary to accomplish program objectives.

12. Equal Employment Opportunity.

a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

b. The Grantee shall cause or require to be inserted in full in any contract and subcontract work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act and applicable federal law.

14. Integration Clause. It is agreed between the parties that this Grant Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any such provision under this Grant or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Grant which can be given effect without the invalid provision or application.

16. Certifications. The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. The Grantee further certifies that it has not been barred from bidding on or receiving state contracts as a result of illegal bid rigging or bid rotating, as defined in 720 Illinois Compiled Statutes 5/ 33E-3 and 33E-4.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

18. Assurances. The Grantee shall comply with all requirements of the U.S. Department of Housing and Urban Development pertaining to the acceptance and use of federal Community Development Block Grant funds as promulgated in 24 CFR Part 570.

19. Interest on Grant Funds. All income earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned in accordance with 24 CFR 85.25; however, income earned on grant funds may be retained by the Grantee when, in the opinion of the Office, the cost of accounting for the income or allocating the income to the grant principal is significant in comparison to the income earned.

20. Grant Close-out. The Grantee shall submit any required close-out documents or within 30 days of the expiration of the Grant Agreement, whichever occurs first, refund to the Office any balance of funds which were unobligated at the end of the grant period.

21. Special Grant Conditions. In addition to the general terms and conditions that appear in this Part, the Special Grant Conditions noted below are hereby incorporated into this Agreement.

22. Program Income. Program income is defined as gross income received by the Grantee that has been directly generated from the use of CDBG funds as defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. The Special Grant Conditions shall specify whether program income received is to be returned to the Office or retained by the Grantee. Where program income is to be retained by the Grantee, the Special Grant Conditions shall specify the activities that will be undertaken with the program income. All provisions of this Agreement shall apply to the specified activities. When the Grantee retains program income, transfers of grant funds by the Office to the Grantee shall be adjusted according to the principles described in 24 CFR 570.504. Program income on hand when this Agreement expires or is terminated, or received after the Agreement's expiration, shall be paid to the Office as required by the Special Grant Conditions.

23. Personal Property Management. The management of all personal property acquired with CDBG funds shall conform to the standards contained in Attachment N of OMB Circular No. A-110, except for paragraph 3 concerning standards for real property and except that paragraphs 6 and 7 are modified so that:

- a. In cases in which personal property is sold, the proceeds shall be program income; and
- b. Personal property not needed by the Grantee for CDBG activities shall be transferred to the Office or shall be retained after compensating the Office.

24. Equipment Purchases. Subject to the obligations and conditions contained in 24 CFR 85.32, title to equipment acquired pursuant to this Agreement will vest in the Grantee. The Grantee shall maintain an inventory log of all such equipment in accordance with 85.32(d). Such equipment may be used by the Grantee in the activity for which it was acquired as long as needed and whether or not the activity continues to be supported by CDBG funds.

25. Procurement Procedures. Grantee shall conduct procurement transactions so as to provide full and open competition which is consistent with the standards contained in 24 CFR 85.36.

26. Contract Provisions. Grantee shall comply with the following provisions as applicable. All contracts awarded by Grantee shall contain the following provisions as applicable.

(a) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c, as amended)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and

subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

(c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7, as amended)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

(d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333, as amended)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the waged of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

(e) Rights to Inventions Made Under a Contract or Agreement-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements," and any implementing regulations issued by HUD.

(f) Clean Air Act (42 U.S.C. 7401 et seq. , as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401

et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the recipient.

(h) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.

(i) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701, as amended) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been or will be paid by Grantee.
2. Program Income. All activity-generated program income shall be returned to the Office.
3. Programmatic Reports. The Grantee shall make a report on March 19, 2015 to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.
4. Recognition of Project Funding. All marketing, advertising, public information, public relations or media materials produced by or through this project shall contain a recognition that funding is provided for the project by the City of Springfield, Office of Planning & Economic Development, unless this requirement is waived in writing by the Office Director. In addition, the Office may require the placement of signage, noting the City's funding, on the project sites(s). This sign will be provided by the Office of Planning & Economic Development.
5. Davis-Bacon. The Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply.

PART IV
ASSURANCES

The Grantee hereby assures and certifies with respect to this Agreement that:

1. Grantee possesses legal authority to apply for the Grant and to execute the proposed program.
2. Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application for this Grant, including all understandings and assurances contained herein and directing and authorizing the person identified as the official representative of the applicant to act in connection with this Agreement and to provide such additional information as may be required.
3. Grantee certifies that no renovation, major rehabilitation or conversion activity funded by this Grant will:
 - a. Have an adverse effect on property which is 1) listed on the National Register of Historic Places, 2) located in an historic district, 3) located immediately adjacent to a property which is listed on the Register, or 4) deemed by the State Historic Preservation Officer (SHPO) to be eligible for listing on the Register;
 - b. Take place in a 100-year floodplain designated by map by the Federal Emergency Management Agency (FEMA), unless the community in which the area is situated is participating in the National Flood Insurance Program and regulations thereunder, or less than a year has passed since FEMA notification regarding such hazards, in which case the Grantee ensures that flood insurance on the structure has been obtained;
 - c. Jeopardize the continued existence of an endangered or threatened species as designated by the U.S. Department of the Interior (Fish and Wildlife Service) or the U.S. Department of Commerce (National Marine Fisheries Service) or affect the critical habitat of such a species;
4. Grantee will comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
5. Grantee will not employ, award contracts to, or otherwise engage the services of a contractor during a period in which that contractor is debarred, suspended or otherwise given ineligibility status under the provisions of 24 CFR Part 24.
6. Grantee will comply with the Uniform Federal Accessibility Standards (24 CFR Part 40, Appendix A) for major rehabilitation or conversion activities.

7. Regarding nondiscrimination, Grantee will comply with the following:

(a) 42 U.S.C. 5309 which provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act;

(b) The Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance;

(c) The Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), popularly known as the Fair Housing Act, which provides that the policy of the United States is to ensure, within constitutional limitations, fair housing throughout the United States, and which prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;

(d) Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, leasing, rental, or other disposition, of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the federal government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

(e) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.);

(f) The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60; and

(g) Requirements of Executive Orders 11625, 12432 and 12136. The Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this program.

8. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

9. Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

10. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

11. Grantee will give the Office, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

12. Grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

13. Grantee will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973, P. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

14. Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 and Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

15. Grantee will conduct eligible project activities in such a manner as to protect fully prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

16. Grantee agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101, et seq.).

17. Grantee agrees that any buildings for which any Grant amounts are used for renovation, conversion, or major rehabilitation will meet the local government's standard of being in safe and sanitary condition.

18. Grantee agrees that any real property under the Grantee's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 shall be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this agreement or disposed of in a manner that results in the Office being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to non-CDBG funds.

19. Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Grant shall be paid wages at rates not less than those prevailing on similar construction activities in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, 3142). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units.

20. Grantee certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART V

BUDGET

PROGRAM ACTIVITY	AMOUNT BUDGETED
Acquisition of 1019 -1023 E. Washington Street and 115 N. 11 th Street; For use as Emergency Homeless Shelter.	\$215,000.00
TOTAL CDBG FUNDS:	\$215,000.00

PART VI

DESCRIPTION OF WORK

1. Description

Grantee is a local, private nonprofit corporation which is incorporated under the General Not For Profit Corporation Act of the State of Illinois. During the 6 month grant period, which begins January 1, 2015, the Grantee will receive from the Office a grant in an amount which does not exceed the sum of **\$215,000.00** in Community Development Block Grant (CDBG) funds to provide acquisition costs to purchase the building located at **1019-1023 E. Washington Street and 115 N. 11th Street** as evident by the Contract to Purchase attached as "**Exhibit A**", that will be owned by Helping Hands of Springfield, Inc. to provide emergency shelter for homeless persons. The area is located in the Census Tract 15 which has 76% of low to moderate income persons.

This activity is eligible for the use of the City's CDBG funds under 24 CFR 570.201(a), Acquisition, and meets HUD's broad national objective of benefit to low-and moderate income persons under 570.208(a)(2)(i)(A), Limited Clientele, since this activity will benefit homeless persons, a category of persons generally presumed by HUD to be principally low-and moderate-income persons.

II. Project Management

This activity will be administered by Drew Snyder, President, Helping Hands of Springfield, Inc..

III. Project Activities Summary

<u>Activities</u>	<u>CDBG</u>	<u>Other</u>	<u>Total</u>
Acquisition of emergency homeless shelter	\$215,000.00	\$0.00	\$215,000.00

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

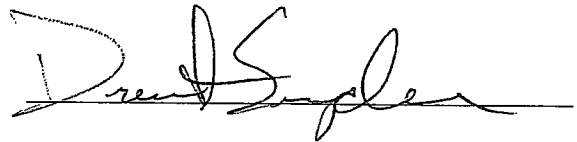
GRANTEE: **Helping Hands of Springfield, Inc.**

SUBRECIPIENT AGREEMENT NO.: 13-SR-0006

- I. The following individuals are designated as authorized signatories for the following grant documents:

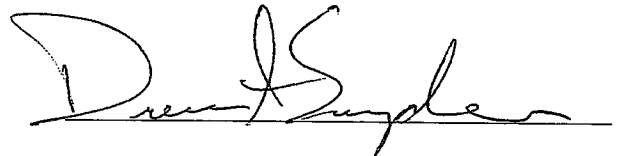
Grant Awards*

Drew Snyder, President

A handwritten signature in cursive script, appearing to read "Drew Snyder", written over a horizontal line.

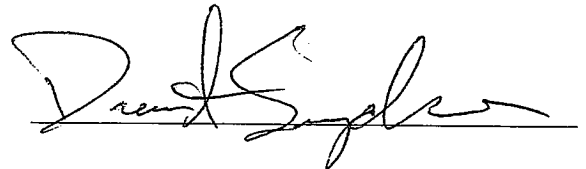
Invoice Vouchers*

Drew Snyder, President

A handwritten signature in cursive script, appearing to read "Drew Snyder", written over a horizontal line.

Expenditure Summary and
Payment Request Form*

Drew Snyder, President

A handwritten signature in cursive script, appearing to read "Drew Snyder", written over a horizontal line.

* Use additional pages if necessary.



HELPING HANDS OF SPRINGFIELD

October 2, 2014

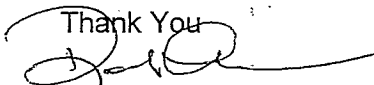
City Of Springfield
Office of Planning and Economic Development
800 East Monroe
Springfield IL 62701

This letter is to hereby request funds from the City of Springfield Community Development Block Grant program in the amount of \$215,000 for acquisition of 1023 E Washington St Springfield Illinois. Our agency has faced relocation difficulties in recent years and now with the high speed rail project forcing an evacuation of our rented property, we humbly ask for these grant funds for a relocation into a permanent home for our agency to continue serving Springfield by housing its homeless.

As you know we were founded by Springfield citizens to address a Springfield problem 25 years ago. We have grown into a fully functional impactful agency that serves Springfield by providing housing and budget management to over 114 individuals daily keeping them off of the street and in their own homes. In addition, we continue to provide an emergency shelter for 40 individuals nightly. That is over 150 people off the streets every day thanks to the dedication and grant implementation of our staff.

We request that these funds be expedited for our relocation. Our agency will seek funding for the sprinkler installation and bathroom/shower installation and we seek to be in the property this winter.

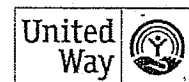
Thank You



Rod A Lane
Executive Director/CEO

*1015 East Madison Street
Springfield Illinois 62702
Office 217 744 0470 Shelter 217 522 0048 Fax 217 522 0549*

LIVE UNITED



Member Organization

CONTRACT FOR SALE

This agreement, by and between The Most Reverend Thomas John Paprocki, Roman Catholic Bishop of the Diocese of Springfield in Illinois, (hereinafter referred to as Seller) whose address is 1615 West Washington Street, Springfield, Illinois 62702-4757, and Helping Hands of Springfield, Inc. an Illinois not-for-profit corporation, (hereinafter referred to as Buyer), whose address is 930 South 11th Street, Springfield, Illinois.

WITNESSETH:

1. The Seller agrees to sell and the Buyer agrees to buy certain real estate located in Sangamon County Illinois and commonly known as 1019 - 1023 East Washington Street, and 115 North 11th Street, Springfield, Illinois and which is legally described as follows:

Legal Description

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block Eight (8) of J. Whitney's Addition to the City of Springfield, Illinois.

Subject to rights of the public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways, all drainage easements, covenants, reservations, and restrictions of record, or in place, if any, and also to any and all drainage easements, easements, covenants and restrictions which may or may not be visible; subject to rights of way for drainage ditches, levees, drain tiles, feeders, laterals, and underground pipes, if any; subject also to rights of way for public utilities and quasi-public utilities, of any.

Subject also to real estate taxes for 2014 payable in 2015 and subsequent years and also to the lien of any Special Taxes or Assessments not entered in the Treasurer's Books or entered after the date hereof.

Situated in Sangamon County, Illinois. Tax I.D. Nos. are:

14-27.0-460-019 (Lot 12)
14-27.0-460-027 (Lots 13, 14, 15)
14-27.0-460-023 (Lot 16)

2. The purchase price for the above-described property is the sum of Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00). There is no down payment being made.

3. The real estate is currently exempt from real estate taxation. No tax proration shall be required. Buyer will be responsible for any tax assessment placed on the property from and after the date that Buyer takes possession.

agrees to pursue such zoning classification as soon as possible, specifically, Buyer shall file a zoning petition with the City of Springfield on or before the Friday, October 3, 2014 zoning deadline. If such zoning reclassification is unsuccessful, Buyer may terminate this contract.

- B. Buyer has applied for or will apply for grant funding through the City of Springfield for a portion of the purchase price. If such grant application is not approved for the purchase price, Buyer may terminate this contract. In all events, Buyer agrees to pursue such grant financing as soon as possible. In the event that Buyer has not obtained grant approval on or before January 15, 2015, this contract shall be terminated.
- C. Within 30 days of the date of this contract Buyer may obtain at its option and at its sole cost a Phase I and, if recommended by its environmental engineer, a Phase II environmental assessment of the Property. If a Phase II is recommended Buyer may obtain the same at its sole cost within 60 days of this contract. Buyer shall determine in its sole discretion whether there are any environmental issues or problems that will prevent Buyer from purchasing the Property. Seller will cooperate with Buyer's engineers and supply them any previous environmental studies Seller may be aware of or have in its possession. Buyer agrees to keep any findings of the environmental assessments confidential from third parties, other than its bankers, attorneys, financial advisors and any parties responsible for grant financing, unless otherwise compelled to disclose said information by an order of the court or administrative agency.

BUYER (Helping Hands of Springfield, Inc.):

By: [Signature]

Dated: 10/2/2014

Its: PRESIDENT OF BOARD, HELPING HANDS OF SPRINGFIELD

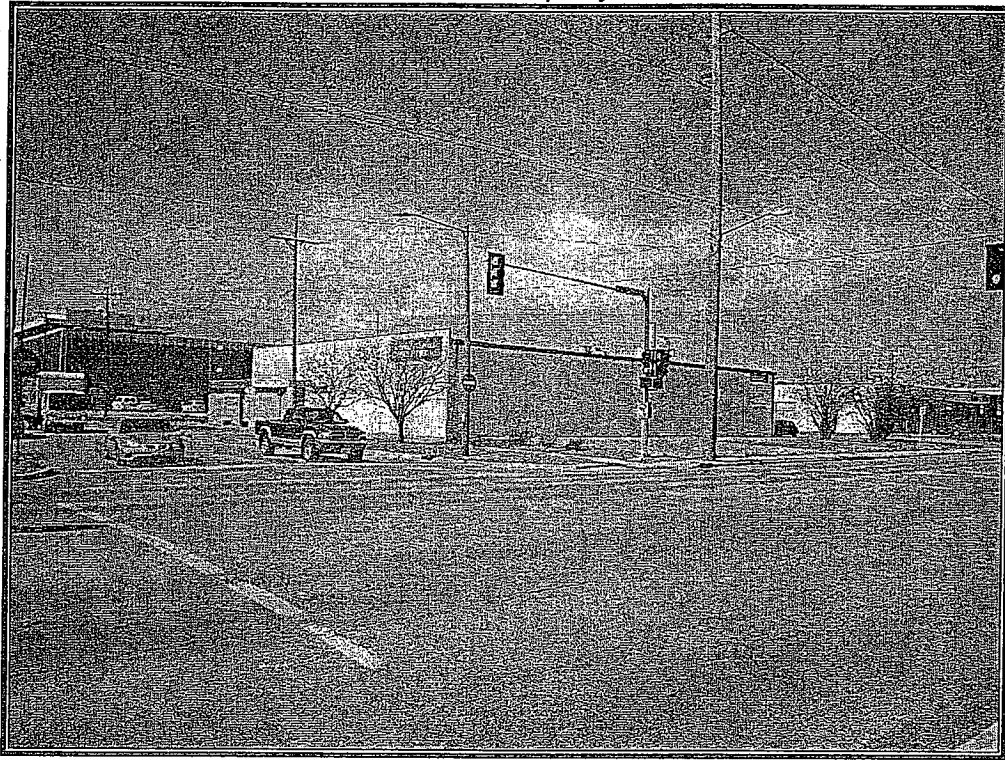
SELLER:

+ Thomas John Paprocki
The Most Reverend Thomas John Paprocki,
Roman Catholic Bishop of the Diocese of
Springfield in Illinois

Dated: Oct. 1, 2014

APPRAISAL REPORT

Of a Commercial Property Located At



**1019-1023 E. Washington Street &
115 N. 11th Street
Springfield, Illinois**

Submitted to:

Mr. Gregory K.J. Fleck
Director of Property, Buildings and Cemeteries
Executive Secretary for Catholic Care Center, Inc.
Diocese of Springfield, Illinois
Catholic Pastoral Center
Office for Property, Buildings and Cemeteries
1615 W. Washington
Springfield, IL 62702-4757

March 30, 2014

Submitted by:

Colin R. Austin, CMEA, CSBA
Illinois Certified General Appraiser
PO Box 715
Pawnee, Illinois 62558
Ph. (800) 450-0133 | Fax (866) 667-8832

FINAL CONCLUSION OF VALUE

No adverse factors have occurred in the subject's market that would have a detrimental effect on it. In general, property values in the area have been stable and they are forecasted to remain so. In estimating the value of the subject, the income and sales comparison approaches to value have been considered and weighed as to their applicability. They produced value estimates of \$220,000 and \$210,000, which is a difference of slightly less than 5%. In the final analysis, some weight will be given to both approaches to value.

The income approach is often considered to be significant when valuing properties typically bought and sold for investment purposes. Furthermore, I have been able to produce a reasonable estimate of the subject property's potential net income. This was then capitalized at an appropriate rate and method to arrive at a conclusion of the present worth of the future benefits of ownership and value. Because properties similar to the subject are sometimes purchased for their cash flow potential, some weight will be given to the income approach.

The sales comparison approach is based on the Principle of Substitution and is a method that involves the extraction and analysis of sales data pertaining to properties of similar utility. Sales of properties with varying degrees of comparability to the subject are found, analyzed, and adjusted to reflect the market value of the subject. The sales comparables used have produced appropriate units of comparison and variations have been taken into consideration. This approach will be given equal weight, since it reflects the actions of typical buyers and sellers in the market place.

Therefore, after careful consideration of the facts and data, which influence the value of the subject property as defined in this report and subject to the Limiting Conditions of this report, the market value of the subject property as of March 14, 2014, was:

TWO HUNDRED FIFTEEN THOUSAND DOLLARS

\$215,000

OFFICE OF
PLANNING & ECONOMIC DEVELOPMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMO

TO: TODD GREENBURG

FROM: CRAIG JEFFERS

DATE: NOVEMBER 14, 2014

RE: ORDINANCE REQUEST FOR SUBRECIPIENT AGREEMENT WITH HELPING HANDS OF SPRINGFIELD, INC. FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS UNDER THE REHAB NON-PROFIT ORGANIZATION PROGRAM FOR ACQUISITION OF THE PROPERTY AT 1023 EAST WASHINGTON STREET FOR USE AS AN EMERGENCY HOMELESS SHELTER IN THE AMOUNT OF \$215,000.00

Please review the ordinance request and prepared agreement for the following below.

Applicant: Helping Hands of Springfield, Inc.

Signatory: Drew Snyder, President

FEIN: 37-1255889
DUNS 124860326

Business Address: 1015 E. Madison Street, Springfield, Illinois 62702

Source of Funds: Community Development Block Grant – Rehab Non Profit Org. Program

Agreement #. #13-SR-0006

Assistance Amount: **TOTAL ASSISTANCE: \$215,000**

Craig Jeffers
Office of Planning & Economic Development
City of Springfield
800 E. Monroe Street, Room 107
Springfield, IL 62701
PH: 217-789-2377
FAX: 217-789-2380

006-01-15

007-1-15

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "N" LIQUOR
LICENSES BY ONE FOR GMRI, INC. D/B/A OLIVE GARDEN ITALIAN
RESTAURANT, 2991 VETERANS PARKWAY**

WHEREAS, GRMR, Inc. desires to relinquish its Class "N" liquor license for the business known as Olive Garden Italian Restaurant located at 2991 Veterans Parkway; and

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

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

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

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

PASSED: January 6, 2015

SIGNED: January 12, 2015

RECORDED: January 12, 2015

Michael Houston
Mayor J. Michael Houston

ATTEST: Cecilia Tumulty
City Clerk Cecilia K. Tumulty

REQUESTED BY:

Approved as to legal sufficiency:

Liquor Control Commission

Todd Greenberg
Office of Corporation Counsel / Date

008-01-15

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT
WITH CELLET TRAVEL SERVICES LTD FOR TOURISM/TRADE
REPRESENTATION FROM JANUARY 1, 2015, THROUGH DECEMBER
30, 2015, FOR THE SPRINGFIELD CONVENTION AND VISITORS
BUREAU IN AN AMOUNT NOT TO EXCEED \$75,000.00**

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

WHEREAS, the City Council previously passed authorized acceptance of International Marketing Grant #15-373004 from the Illinois Department of Commerce and Economic Opportunity (DCEO); and

WHEREAS, a portion of the grant funds is to be used for international marketing to include tourism/trade representation directed toward British consumers; and

WHEREAS, Cellet Travel Services LTD will provide services to include sales development, marketing/promotion activities, media placement, in-country trade/consumer shows and consumer/trade fulfillment; and

WHEREAS, DCEO has approved the subcontract with Cellet Travel Services Ltd; 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, it is in the best interest of the City to enter into a contract with Cellet Travel Services Ltd from January 1, 2015, through December 30, 2015, in an amount not to exceed \$75,000.00; and

WHEREAS, a copy of the contract 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 a contract with Cellet Travel Services Ltd for the Springfield Convention and Visitors Bureau to provide tourism/trade representation to British consumers from January 1, 2015, through December 30, 2015, in an amount not to exceed \$75,000.00. The Mayor and City Clerk are hereby authorized and directed to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Cellet Travel Services LTD (OCEL 2500) an amount not to exceed \$75,000.00 from account number 021-114-VIST-VIST-1218 in accordance with the terms of the contract.

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

PASSED: Jan. 6, 2015

RECORDED: Jan 7, 2015

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

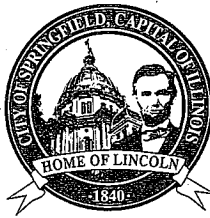
Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015
J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Lumberg, 12/10/14
Office of Corporation Counsel Date

008-01-15



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

MEMORANDUM

TO: Pat Cocrcoran

FROM: Jay Wavering 

DATE: December 5, 2014

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Cellet Travel Services, Ltd. For tourism/trade representation marketing services in an amount not to exceed \$75,000.00 for the Springfield Convention & Tourism Bureau.

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

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12.16.14

OFFICE REQUESTING: Springfield CVB CONTACT PERSON: Pat Corcoran
PHONE NUMBER: 789-2360 Ext. 139

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

TYPE OF ORDINANCE: Contractual FISCAL IMPACT: \$ 75,000.00

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

SUGGESTED TITLE:

Springfield CVB is requesting authorization to Contract for Tourism/Trade Representation with Cellet Travel Services, Ltd. from January 1, 2015 to December 31, 2015. Payment for services not to exceed \$75,000.00 and will paid from International Marketing Grant #15-373004

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

CONTRACTOR / VENDOR NAME Cellet Travel Services, Ltd. VENDOR NO: 0CEL2500

CONTRACT TERM: January 1 to December 30, 2015 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$75,000.00 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: _____
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒
Is Purchasing Agent approval attached? No ☐ Yes ☒

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	1218
2					
3					
4					

FUNDS CHECK BY: [Signature] Date: 12/8/14
DIRECTOR / SUPERVISOR SIGNATURE [Signature] Date: 12/5/14
CITY PURCHASING AGENT: [Signature] Date: 12/6/14

COMMENTS

The Agreement between the Springfield CVB and Cellet Travel Services, Ltd. includes but is not limited to Account Management/Administration services, Trade and Consumer Datatbase maintenance, Fulfillment of consumer inquiries, Trade Product Development by increasing awareness of the Springfield product, Travel Trade Sales Calls, Tour Operator Training, Familiarization Trips, Trade Shows and Consumer Promotions. These services will be directed toward United Kingdom Tour Operators, Airlines and Industry Partners to promote Springfield to English consumers. This fee will be paid from the DCEO International Marketing Grant #15-373004.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

008-01-15

**CITY OF SPRINGFIELD
SPRINGFIELD CONVENTION & VISITORS BUREAU
AND
Cellet Travel Services, Ltd.**

CONTRACT FOR TOURISM/TRADE REPRESENTATION

THIS AGREEMENT is made between the City of Springfield, Illinois, by and through the Springfield Convention & Visitors Bureau, a municipal corporation, hereinafter called the "Bureau" and Cellet Travel Services, Ltd., 47 High Street, Henley-in-Arden, Warwickshire United Kingdom, hereinafter called the "Agency" as follows:

I. SERVICES TO BE PROVIDED

- A. **Account Management/Administration** – Agency will be responsible for development and implementation of an annual United Kingdom tourism marketing and work plan. Plan implementation will include the preparation and submission of quarterly and annual reports detailing activities and results of programs.
- B. **Trade and Consumer Databases** – Agency will create and maintain both trade and consumer databases to track enquiries, stimulate sales and increase visitation numbers.
- C. **Fulfillment** – Agency will fulfill consumer enquiries and mail Springfield, Illinois brochures and literature to the travel trade and consumers.
- D. **Springfield Manned Help Line** – Agency will provide a telephone line for consumers and travel trade.
- E. **Trade Product Development** – Agency will work to increase awareness of Springfield, Illinois travel product and increase and introduce pagination in tour operator brochures, by 5% over 12 months.
- F. **Travel Trade Sales Calls** – Agency will conduct a minimum of 30 sales calls via personal visits and telemarketing to tour operators, airlines and industry partners within a 12 month period.
- G. **Tour Operator Training** – Agency will train front-line tour operator and travel agent staff about Springfield, Illinois in-conjunction with The Illinois state training carried out by Cellet.
- H. **Trade Shows** – Agency will assist Bureau with the planning and organization of Bureau's participation in Pow Wow in Orlando June 2015 and will conduct meetings on behalf of the Bureau at World Travel Market in London in November 2015.

Cellet Travel Services Ltd, 47 High Street, Henley in Arden, Warwickshire B95 5AA
tel: 08456 020 574 email: info@cellet.co.uk
registered in England No: 2523019 VAT Reg No: 497 5641 91

- I. **Trade PR Activity** – Cellet agency to communicate with Fleishmann Hillard (the Illinois State PR agency based in the UK). Cellet to distribute Springfield news as appropriate.
Cellet will distribute 1 x press release per QTR into FH
Also, providing the travel trade press directly with these releases via the Cellet press release distribution channels

II. **TERMS & CONDITIONS**

- A. **OWNERSHIP OF DESIGNS AND MATERIALS** – All materials produced or developed by the Agency or its subcontractors in relation to any project during the contract period shall be the property of the Bureau and shall be delivered to the Bureau at the time of termination of the agreement.
- B. **TAX EXEMPT** – The Bureau is exempt from the State of Illinois Sales Tax and the Bureau shall furnish a tax exemption certificate to the Agency.
- C. **TERM OF AGREEMENT** – The term of Agreement shall be for a period commencing upon execution by the Bureau and expiring on December 30, 2015 unless sooner cancelled. The Bureau may negotiate with the Agency for an additional one year extension, if, in the judgment of the Bureau, it is in the best interest of the Bureau to do so.
- D. **CANCELLATION** – Either party reserves the right to cancel this contract with 30 days written notice to the other with or without cause. In such case, the Agency will be entitled to payment for satisfactory services rendered up to the time of termination based upon a review of reasonable costs incurred and documented up to the date of termination.
- E. **COST ESTIMATE REQUIREMENT** – The Agency will provide cost estimates for all items purchased for any approved marketing program. The Bureau reserves the right to reject costs that it deems excessive or do not conform to budget. Upon such rejection, the Bureau shall have the right to solicit proposals from other qualified agencies and purchase such goods or services elsewhere.

- F. **CONFIDENTIALITY** – The Agency will hold in confidence all market research information, all proprietary service or product development plans, and all financial data that may be shared by the Bureau. The Agency will treat all artwork and products generated under this Agreement as the exclusive property of the Bureau and will not use any material so generated for any other client or purposed without the express written consent of the Bureau.
- G. **INDEMNIFICATION** – In keeping with industry practices, the Bureau shall indemnify the Agency against any loss, cost or expense incurred by the Agency as a result of any claim, suit or proceeding made or brought against the Agency based upon any advertising or publicity that the Agency prepares for the Bureau and which the Bureau approves before its publication or broadcast.
- H. **CERTIFICATION** – In order to be eligible for award of this contract the Agency must certify by executing a sworn affidavit provided in Addendum "A" that:
- It is not barred from bidding on this contract as a result of either Section 33E or 33E-4 of the Illinois Criminal Code pertaining to bid rigging or bid rotating.
 - It is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
 - It will comply with the commitment contained in Addendum "A" to provide equal employment opportunity.
- I. The Bureau is a party to a grant agreement ("DCEO" Grant) with the Illinois Department of Commerce and Economic Opportunity ("DCEO") attached hereto and incorporated herein as Exhibit A. The Agency agrees and acknowledges that it is subject to all of the terms and conditions of the DCEO Grant, including but not limited to records retention, access to records, recognition, publication, bidding requirements, copy approval and certifications.

III. **COMPENSATION**

- A. **PAYMENT FOR SERVICES** – The Bureau shall pay a total amount not to exceed \$75,000 United States Dollars. The compensation will cover all services outlined under "Section I. Services to Be Provided." (All expenses in these line items are subject to pre-approval by the Bureau.) This Agreement does not authorize an expenditure of Bureau funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council

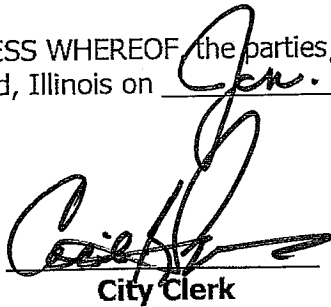
specifically approves an additional expenditure. Agency agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the Bureau exceeds the amount authorized by the Springfield City Council.

Any and all obligations of the Bureau shall cease immediately without penalty if DCEO or any funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

- IV. **REPORTING** – The Agency shall provide the Bureau with a quarterly report outlining all activities conducted on the Bureau's behalf and results of those activities) along with a financial report outlining all expenses associated with the activities. Reports will include numbers, and sent the last week of every QTR.

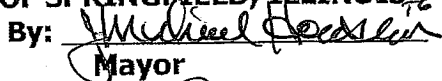
IN WITNESS WHEREOF the parties have executed this Agreement at Springfield, Illinois on Jan. 7 2015

ATTEST:


City Clerk

CITY OF SPRINGFIELD, ILLINOIS

By:

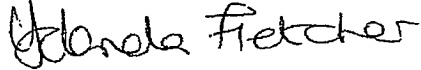

Mayor

Approved for legal sufficiency:



AGENCY:

Cellet Travel Services, Ltd.



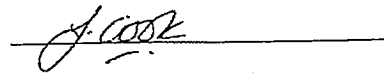
By: YOLANDA FLETCHER

Name and Title

MANAGING DIRECTOR

CELLET TRAVEL SERVICES LTD.

ATTEST:



JANE COOK.

WHEAT HOUSE

MANOR COURT

HENLEY ROAD

GREAT ALNE

WARWICKSHIRE. B49 6HR.

Cellet Travel Services Ltd, 47 High Street, Henley in Arden, Warwickshire B95 5AA

tel: 08456 020 574 email: info@cellet.co.uk

registered in England No: 2523019 VAT Reg No: 497 5641 91

ADDENDUM A

Certification of Non-Delinquency – Agency certifies, under oath, that it is not delinquent in the payment of any tax administered by the Department of Revenue, and if delinquent, it is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Agency acknowledges that making a false statement on this certification is a Class A misdemeanor, voids the contract and allows the City to recover all amounts paid to the Agency under the contract in a civil action. For purposes of this section, Agency shall not be considered delinquent in the payment of a tax if Agency (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the Agency shall provide a sworn statement to those facts.

Commitment for Equal Employment Opportunity – Agency certifies that it shall provide equal employment opportunity by doing the following:

- (1) Maintaining specific employment practices to achieve equal employment opportunity.
- (2) Examining all job classifications to determine if minority persons or women are underutilized and taking appropriate affirmative action to rectify any such underutilization by setting specific goals for participation by minority groups.
- (3) Stating in all solicitations or advertisements for employees, that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- (4) Submitting to the City, upon request, written evidence of the effectiveness of the above-required practices, policies and goals.
- (5) Submitting to the City, upon request, statistical data concerning employee composition on race, color, sex, and job description.
- (6) Distributing copies of this commitment to all members of the Agency who participate in recruitment, screening, referral, and selection of job applicants and prospective job applicants.
- (7) Sending to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising the Agency's obligations herein.
- (8) Expressly requiring any subcontractor who has a contract in excess of \$5,000 to submit to the City a written commitment which contains the provisions required by paragraph (1) through (7) herein.

BY: Heather Fletcher
Agency

DATE: 25 November, 2014

009-01-15

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED
\$100,000.00 UNDER CONTRACT NO. UE15-03-02 WITH MARTIN EQUIPMENT OF ILLINOIS, INC.
FOR MAINTENANCE AND REPAIRS OF HEAVY EQUIPMENT
FOR A TOTAL AMOUNT PAYABLE OF \$375,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 198-05-14 awarded Contract No. UE15-03-02 to Martin Equipment of Illinois, Inc. ("Martin") for a one-year term in the total amount of \$275,000.00 for maintenance and repairs of heavy equipment at the Dallman Power Plant Complex, and

WHEREAS, due to several large unexpected repairs, the original ordinance amount has been expended with five (5) more months until the end of the contract, and

WHEREAS, this ordinance authorizes an additional \$100,000.00 payable under the contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) for maintenance and repairs of heavy equipment at the Dallman Power Plant Complex with Martin, under Contract No. UE15-03-02.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase with Martin, on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Martin, for the total maximum amount of Three Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00) under Contract No. UE15-03-02 from Account No. 102-100-CABF-7721-1205 is hereby authorized, approved and directed.

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 17, 2015

ATTEST: [Signature]

SIGNED: Jan. 7, 2015

[Signature]
MAYOR

Approved as to legal sufficiency:

Todd Swenberg / 12/11/14
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 12-16-14

ORDINANCE REQUEST NUMBER: GFO-245

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: TRACY JOHANSSON

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$ 100,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Additional Funding

ACCOUNTING INFORMATION: Account No. 102-100-CABF-7721-1205

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

PRIOR ORDINANCE INFORMATION: Ordinance No. 198-05-14

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Martin Equipment of Illinois, Inc. CONTRACT AMOUNT: \$ 275,000.00
(Original Amount if Change Order)

Bid Contract:

CONTRACT TERM: One Year TYPE OF AWARD: Additional Funding

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 100,000.00

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

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

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

This is a standard funding increase ordinance for maintenance & repairs of heavy equipment at the Power Plant Complex.

This Ordinance authorizes additional funding in an amount not to exceed \$100,000.00 with Martin Equipment of Illinois, Inc. ("Martin"). Due to several large unexpected repairs, we have expended the original ordinance amount. Such unexpected repairs included: major hydraulic system work on the Cat 330, undercarriage replacement on the Cat D4 crawler, & tire replacement on the Komatsu loader. An increase is necessary to continue servicing the equipment for the remainder of the contract term, May of 2015.

Ordinance No. 198-05-14 awarded Contract UE15-03-02 to Martin in the total amount of \$275,000.00.

This Ordinance will increase the total amount payable under said contract to \$375,000.00.

Martin is a Sangamon County local vendor.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

009 - 01 - 15

9474

010 - 01 - 15

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT
WITH HANSON PROFESSIONAL SERVICES INC., FOR PRELIMINARY
ENGINEERING SERVICES FOR THE STANFORD AVENUE EXTENSION
FROM 11TH STREET TO FOX BRIDGE ROAD IN AN AMOUNT NOT TO
EXCEED \$399,015.00 FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, this contract involves preliminary engineering services with Hanson Professional Services Inc. for the Stanford Avenue extension from 11th Street to Fox Bridge Road in an amount not to exceed \$399,015.00 for the Office of Public Works; 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 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 Hanson Professional Services Inc. for preliminary engineering services for the Stanford Avenue extension from 11th Street to Fox Bridge Road in an amount not to exceed \$399,015.00. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Hanson Professional Services Inc. (OHAN 1501) in the amount of \$399,015.00 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: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenburg / 12/11/14
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Matt Gairani

FROM: Jay Wavering

DATE: December 9, 2014

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Hanson Professional Services, Inc. for preliminary engineering for the Stanford Avenue extension from Eleventh Street to Fox Bridge Road in an amount not to exceed \$399,015.00 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.

010-01-15

ORDINANCE FACT SHEET

REQUEST FORM NO: 14-79
DATE OF 1ST READING: 12/16/14

OFFICE REQUESTING: Public Works

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

TYPE OF ORDINANCE: professional services FISCAL IMPACT: \$ 399,015.00

(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 PRELIMINARY ENGINEERING FOR THE STANFORD AVENUE EXTENSION FROM ELEVENTH STREET TO FOX BRIDGE ROAD (MFT SECTION # 15-00467-02-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: OHAN 1501

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

CONTRACT AMOUNT: \$399,015.00

(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	\$ 399,015.00
2						
3						
4						

FUNDS CHECK BY: *[Signature]* Date: 12/9/14
DIRECTOR / SUPERVISOR SIGNATURE: *[Signature]* Date: 12/9/14
CITY PURCHASING AGENT: *[Signature]* Date: 12/9/14

COMMENTS

This ordinance is for preliminary engineering and land acquisition services for the Stanford Avenue extension from 11th Street to Fox Bridge Road.

010-01-15

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

Local Agency	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement	Consultant
City of Springfield		Hanson Professional Services, Inc.
County Sangamon		Address 1525 S. Sixth Street
Section 15-00467-02-PV		City Springfield
Project No.		State IL
Job No.		Zip Code 62703
Contact Name/Phone/E-mail Address Nate Bottom Nathan.bottom@cwlp.com		Contact Name/Phone/E-mail Address James W. Moll jmoll@hanson-inc.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. 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.

Project Description

Name Stanford Avenue Improvements Route FAP 7997 Length 3450 ft Structure No. _____

Termini 11th Street intersection to Fox Bridge Road intersection.

Description: Construction documents for Stanford Avenue from the east leg of 11th Street to the Fox Bridge Road intersection. Project includes a bike path, sidewalk, and a realignment of Fox Bridge Road. The realignment for Fox Bridge Road will extend 460 feet north and south of the existing intersection. Land acquisition and survey engineering services are also included in this contract.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

010-01-15

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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) and
 - 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.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. 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.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:

Project Description:

Construction documents are to be provided for the Stanford Avenue improvements project from the east leg of the 11th Street intersection to the east leg of the realigned Fox Bridge Road intersection. The proposed improvements are approximately 3,450 feet (0.65 miles) in length. The project consists of the following elements:

- New alignment of the Fox Bridge Road intersection, with a measured length of 950' for roadway improvements.
- Connection to the existing bike path east of Fox Bridge Road. (Built in previous contract.)
- Improvements to the radius returns on the southeast corner of 11th Street.
- Improvements to traffic signals on the east leg of the 11th Street intersection.
- New sidewalk connections at the 11th Street and Fox Bridge Road intersections.
- Improvements to the existing drainage system along Stanford Avenue and Bunn Park. The drainage system will be designed to outlet into the Bunn Park pond.
- A drainage analysis and report will be provided to show that the project improvements do not adversely affect the pond or surrounding outfalls.

Work will consist of design tasks to complete construction documents. The land acquisition tasks are also included in this scope. The tasks to be accomplished are more specifically described below.

Scope of Services:

- Topographic & Property Survey
 - The Stanford Avenue improvements include approximately 3,450 feet of roadway, plus an additional 950' for Fox Bridge Road. Low altitude aerial mapping will be collected at a minimum of 100 feet on each side of the centerline for a minimum width of 200 feet.
 - Nine right-of-way plats to be prepared for the properties along the proposed corridor. Title search to be obtained from the title company in addition to review of municipal agreements, zoning documents, and other documents affecting the rights-of-way.
 - Proposed right-of-way corners will be set along Stanford Avenue and on adjacent parcels.
 - Ground surveys will be acquired for sewer, utility, and other miscellaneous drainage items.
- Environmental
 - Conduct an update to the original Preliminary Environmental Site Assessment (PESA) for any new land use changes, inventoried database sites, or on-site indications of special waste involvement.
 - Coordinate a plan with the Park District for tree mitigation and replacement along the bike path. This task will only include the coordination required for preparation of the tree mitigation plan. The costs for planting the trees will be provided to the Park District for their implementation of tree plantings using park resources.
- Pavement Design
 - A pavement design is to be completed and submitted to the City of Springfield for review and approval. An asphalt pavement design is anticipated with concrete curb and gutter along the corridor.
- Development of Proposed Cross Sections

- Existing ground profiles and cross sections will be developed from the topographic survey.
 - Cross sections will be provided at 50' spacing along the proposed alignment to determine estimated impacts to adjacent landowners and estimated right-of-way requirements.
- Drainage Design
 - Drainage design for the project includes the design of storm sewer, grading along embankment, outlet/connection details to existing sewers or open channels, detention analysis on Bunn Park, culvert outlet protection, and intersection drainage details.
 - Hydrologic and hydraulic sewer modeling will be completed for both existing and proposed drainage conditions in order to complete the drainage analysis at Bunn Park.
 - A drainage report will be submitted for this project. The report will include the drainage design analysis for impacts to the Bunn Park pond.
- Soil & Geotechnical Report
 - The guidelines outlined in the IDOT Geotechnical Manual, Section 1.2, will be used for the number and depth of borings required.
 - The results of the subsurface exploration and laboratory testing will be presented in a written report by a professional engineer. The report will include boring logs in IDOT format and discussions of the site geology, sampling techniques, testing methods, and the subsurface conditions encountered.
- Estimates of Time & Cost for Construction
 - The estimates of time and costs are to be prepared based on controlling items of work and on recent IDOT bid tab average unit prices.
- Construction Document Submittals – Preliminary (60%), Pre-Final (95%), and Final (100%)
 - Horizontal and vertical geometry to be designed along the proposed alignment using the appropriate design criteria as provided in the IDOT Bureau of Local Roads and Streets (BLRS) manual.
 - Plan sheets showing staging and appropriate traffic control measures at the intersections will be included in the project documents.
 - Plan and profile sheets will be prepared at a scale of 1"=20" and intersection detail sheets at a scale of 1"=10".
 - Preliminary design for drainage, profiles, striping, signing, entrances, traffic signals, and erosion control will be evaluated during the horizontal, vertical, and geometric design and layout.
 - The lighting design is to be completed by City, Water, Light, and Power. The lighting design will be included in the plan and profile sheets.
 - The Pre-Final plan set will include items identified in the IDOT BLRS Manual; some elements which include the Summary of Quantities, Typical Sections, Schedule of Quantities, Alignment, Ties and Benchmarks, Plan and Profile Sheets, Construction Staging and Traffic Control, Erosion and Sediment Control, Drainage and Utility Sheets, Intersection Details, Pavement Marking and Signing Details, and Cross Sections.
 - Final plan preparation includes the review and documentation of pre-final review comments and disposition of those comments in the final contract documents. Plan, quantity, and specification revisions are also to be updated based on the pre-final comments.
 - Project special provisions and specifications are to be prepared detailing any project specific pay items. The appropriate check sheets from the IDOT BLRS will also be included as applicable as part of the special provision package.
 - It is anticipated that the project will be on an IDOT construction letting in 2016.
- Coordination & Administration
 - Coordination for the project will include documenting the budget and time completed for the project, preparing period ending progress reports and invoices, and holding internal project progress and coordination meetings.
 - Meetings will be held with involved parties over the course of the plan preparation. It is estimated that we will have four meetings with the city and IDOT, two meetings in response to comments and concerns from the city, ten meetings with property owners, and six meetings with the park district, IDNR, bike groups, and/or other involved parties.

Land Acquisition Scope of Services

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

Provide appraisal, appraisal review, negotiations and relocation services for ten (10) or fewer residential, commercial, and railroad properties.

• Initial Phase of Land Acquisition

Prior to beginning the appraisal process, the following will need to be obtained:

- A recent title commitment 90 days or less in age, which includes the last deed of record, for each parcel, indicating ownership as well as other elements of property ownership that may affect value.

• Property Appraisal Services

- Provide appraisal and appraisal review services for residential, commercial, and railroad parcels in conformity with the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual and Uniform Standards of Professional Appraisal Practice (USPAP). An appraisal and review appraisal involve a visual inspection of the parcel and comparable properties in the market. The review appraiser's judgment will be independent of the appraiser's judgment. The

- review appraisal will include a summary reporting in accord with standardized eminent domain review appraisal report forms.
 - Hanson will assign only IDOT-approved appraisers and review appraisers who are familiar with the requisite IDOT policies and procedures and Illinois eminent domain laws.
 - All fees are based on information reviewed as of October 31, 2014 relating to proposed impacts to each parcel. Complexity of appraisal reports and review appraisals provided may increase or decrease depending upon observations made during the appraisal inspection, an analysis of market information and/or changes made by the Client or to the plans. Changes in the complexity of the appraisal report assignment may alter the proposed fees.
 - All fees do not include updates or modifications due to design changes or other changes to the parcels made by the Client after the appraiser has finished the property inspection but has not begun to draft the appraisal report. Such updates or modifications would necessitate renegotiation of fees.
 - Negotiation Services
 - Services will include the preparation of offer documents and conveyance documents appropriate for the nature of property ownership. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel, if required, to reach a negotiated settlement.
 - In the event that settlement is reached, Consultant's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Client for approval and recording. In the event that settlement is not reached, Consultant's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.
 - Consultant will initiate negotiations upon the Client's certification of the parcels' review appraisals.
 - Consultant will prepare condemnation request packets, if necessary, if negotiations have failed and upon the direction of the Client.
 - Relocation Services (Relocation Plan and Relocation Assistance)
 - Prepare a Project Relocation Plan that includes results of preliminary interviews, market research, and identification of potential challenges and proposed solutions based on interviews and market research.
 - Provide relocation assistance to include determination of relocation eligibility and computation of monetary reimbursement amounts for displaced residents and businesses.
 - Present to displaced residents and businesses the City's offers of eligibility and advisory services.
 - Direct residential displaced persons to available, comparable, decent, safe and sanitary housing.
 - Assist displaced residents and businesses with coordination of all documentation for claims processing.
 - Prepare and provide to City a permanent file on each displaced resident and business upon completion of relocation.
 - Waiver Preparation
 - Fees for waiver valuations include the creation of a market sales book and drafting of waiver valuation forms, including photographs, for completion by a municipal engineer.
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- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage

structures, and compliance with applicable design requirements and policies.

- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. 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 ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☒ (Pay per element) Direct Labor Costs
times a factor of 3.0 plus direct expenses.

Lump Sum ☐

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, 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 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.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. 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 the 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,
 - 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.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.
11. The attached General Conditions are included in and made a part of this agreement.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services, Inc.	37-0844717	\$387,345
Sub-Consultants:	TIN Number	Agreement Amount
Continental Mapping Consultants, Inc.		\$11,670
Sub-Consultant Total:		\$11,670
Prime Consultant Total:		\$387,345
Total for all Work:		\$399,015

Executed by the LA:

City of Springfield
(Municipality/Township/County)

ATTEST:

By: _____

Cecil L. [Signature]
City Clerk

By: _____

Title: _____

Michael [Signature] T6
Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

Title: _____

J. W. [Signature]
V.P.

By: _____

Title: _____

HANSON PROFESSIONAL SERVICES, INC.
[Signature]
EXECUTIVE VP

EXHIBIT A
COST ESTIMATE OF CONSULTANT SERVICES
STANFORD AVENUE IMPROVEMENTS
SECTION 15-00467-02-PV
HANSON NO 07S2010B

12/04/14

2.0000

OVERHEAD MULTIPLIER =

ITEM	HOURS	LABOR	(OH) x DL	DIRECTS	OTHERS	TOTAL	%
1. SURVEY	186	\$6,895	\$13,790	\$51	\$12,170	\$32,906	8.25%
2. PRELIMINARY ROAD PLANS (60%)	959	\$39,657	\$79,313	\$0	\$765	\$119,735	30.01%
3. PRE-FINAL ROAD PLANS (95%)	434	\$18,400	\$36,801	\$0	\$1,140	\$56,341	14.12%
4. FINAL ROAD PLANS	112	\$5,031	\$10,062	\$0	\$1,140	\$16,232	4.07%
5. SOILS REPORT	54	\$2,479	\$4,959	\$9	\$3,000	\$10,447	2.62%
6. BUNN PARK DRAINAGE ANALYSIS	214	\$9,563	\$19,127	\$0	\$330	\$29,020	7.27%
7. RIGHT OF WAY	220	\$8,851	\$17,703	\$34	\$0	\$26,588	6.66%
8. COORDINATION AND STATUS MEETINGS	168	\$9,057	\$18,115	\$0	\$75	\$27,247	6.83%
9. ADMINISTRATIVE MANAGEMENT	77	\$3,478	\$6,957	\$0	\$75	\$10,510	2.63%
10. QA/QC	66	\$3,404	\$6,809	\$0	\$165	\$10,378	2.60%
11. ENVIRONMENTAL	76	\$3,242	\$6,483	\$14	\$240	\$9,979	2.50%
12. LAND ACQUISITION	324	\$14,312	\$28,624	\$34	\$6,660	\$49,629	12.44%
SUBTOTALS	2890	\$124,371	\$248,742	\$142	\$25,760	\$399,015	100.00%

HANSON
AVERAGE HOURLY RATES
STANFORD AVENUE IMPROVEMENTS
SECTION 15-00467-02-PV
HANSON NO 07S2010B

12/04/14

	PRIN.	\$	70.00	P.M.	\$	64.44	P.E.	\$	45.78	ENG.	\$	33.63	S.T.	\$	35.73	TECH.	\$	27.92	CLER.	\$	26.10	TOTAL		
1. SURVEY	0	\$	-	16	\$	1,031	0	\$	-	100	\$	3,363	70	\$	2,501	0	\$	-	0	\$	-	186	\$	6,895
2. PRELIMINARY ROAD PLANS (60%)	9	\$	630	56	\$	3,608	459	\$	21,015	54	\$	1,816	251	\$	8,968	124	\$	3,462	6	\$	157	959	\$	39,657
3. PRE-FINAL ROAD PLANS (95%)	9	\$	630	28	\$	1,804	200	\$	9,157	28	\$	942	149	\$	5,324	12	\$	335	8	\$	209	434	\$	18,400
4. FINAL ROAD PLANS	8	\$	560	10	\$	644	50	\$	2,289	0	\$	-	40	\$	1,429	2	\$	56	2	\$	52	112	\$	5,031
5. SOILS REPORT	1	\$	70	21	\$	1,353	0	\$	-	10	\$	336	14	\$	500	6	\$	168	2	\$	52	54	\$	2,479
6. BUNN PARK DRAINAGE ANALYSIS	3	\$	210	43	\$	2,771	78	\$	3,571	88	\$	2,959	0	\$	-	0	\$	-	2	\$	52	214	\$	9,563
7. RIGHT OF WAY	0	\$	-	20	\$	1,289	64	\$	2,930	108	\$	3,632	28	\$	1,000	0	\$	-	0	\$	-	220	\$	8,851
8. COORDINATION AND STATUS MEETINGS	54	\$	3,780	20	\$	1,289	78	\$	3,571	0	\$	-	0	\$	-	0	\$	-	16	\$	418	168	\$	9,057
9. ADMINISTRATIVE MANAGEMENT	16	\$	1,120	0	\$	-	36	\$	1,648	0	\$	-	6	\$	214	0	\$	-	19	\$	496	77	\$	3,478
10. QA/QC	10	\$	700	14	\$	902	30	\$	1,374	0	\$	-	12	\$	429	0	\$	-	0	\$	-	66	\$	3,404
11. ENVIRONMENTAL	12	\$	840	2	\$	129	16	\$	733	40	\$	1,345	4	\$	143	0	\$	-	2	\$	52	76	\$	3,242
12. LAND ACQUISITION	0	\$	-	114	\$	7,346	0	\$	-	122	\$	4,103	52	\$	1,858	36	\$	1,005	0	\$	-	324	\$	14,312
	122	\$	8,540	344	\$	22,166	1011	\$	46,287	550	\$	18,496	626	\$	22,367	180	\$	5,026	57	\$	1,488	2890	\$	124,371

CLASSIFICATION	2014 RATE	RATE ADJUSTED FOR INFLATION (3%)
PRINCIPAL	\$ 70.00	\$ 70.00
PROJECT MANAGER	\$ 62.56	\$ 64.44
PROJECT ENGINEER	\$ 44.45	\$ 45.78
ENGINEER	\$ 32.65	\$ 33.63
SENIOR TECHNICIAN	\$ 34.69	\$ 35.73
TECHNICIAN	\$ 27.11	\$ 27.92
CLERICAL	\$ 25.34	\$ 26.10

HANSON

DIRECT COSTS

STANFORD AVENUE IMPROVEMENTS

SECTION 15-00467-02-PV

HANSON NO 07S2010B

12/4/2014

OTHERS											
	Miles	0.565/mi	CADD	\$15/hr	Total	Prints	.75 / sht	Copies	.15 / sht	Photos	\$15 / roll
1. SURVEY	90	\$ 51		\$ -	\$ 51						
2. PRELIMINARY ROAD PLANS (60%)		\$ -		\$ -	\$ -	700	\$ 525	1200	\$ 180	4	\$ 60
3. PRE-FINAL ROAD PLANS (95%)		\$ -		\$ -	\$ -	1200	\$ 900	1600	\$ 240		
4. FINAL ROAD PLANS		\$ -		\$ -	\$ -	1200	\$ 900	1600	\$ 240		
5. SOILS REPORT	16	\$ 9		\$ -	\$ 9						
6. BUNN PARK DRAINAGE ANALYSIS		\$ -		\$ -	\$ -	400	\$ 300	200	\$ 30		
7. RIGHT OF WAY	60	\$ 34		\$ -	\$ 34						
8. COORDINATION AND STATUS MEETINGS		\$ -		\$ -	\$ -	80	\$ 60	100	\$ 15		
9. ADMINISTRATIVE MANAGEMENT		\$ -		\$ -	\$ -	80	\$ 60	100	\$ 15		
10. QA/QC		\$ -		\$ -	\$ -	200	\$ 150	100	\$ 15		
11. ENVIRONMENTAL	25	\$ 14		\$ -	\$ 14	300	\$ 225	100	\$ 15		
12. LAND ACQUISITION	60	\$ 34		\$ -	\$ 34	800	\$ 600	400	\$ 60		
					Total						
					\$ 142						Total
											\$ 25,760

HANSON
LABOR HOUR ESTIMATE
STANFORD AVENUE IMPROVEMENTS
SECTION 15-00467-02-PV
HANSON NO 07S2010B

12/04/14

	TASK	PRIN.	P.M.	P.E.	ENG.	S.T.	TECH.	CLER.	TOTAL
1.	SURVEY								
	Utility research, meet, tie-in				8	8			16
	Control Points/ Level Circuit		2		8	8			18
	Mapping Control (10 points)		2		16	12			30
	Topo Survey - Stanford Extension (3450 LF)		4		20	16			40
	Topo Survey - Fox Bridge (950 LF)		4		12	10			26
	Topo Drafting		2		24				26
	Utility/drainage surveys		2		8	8			18
	Layout soil borings					4			4
	Centerline Establishment and Staking				4	4			8
	SUBTOTAL	0	16	0	100	70	0	0	186
		0%	9%	0%	54%	38%	0%	0%	100%
2.	PRELIMINARY ROAD PLANS (60%)								
	Field visits for design		4	8					12
	Develop DTM			6	4				10
	Input property line information			4		4			8
	Cover Sheet			2		4			6
	Index and general notes			4		4			8
	Geometric controls		2	6		2			10
	Bench marks			2	2				4
	Tabulate pay items	1	1	6		2			10
	Drainage schedule		2	4		2			8
	Break mapping into sheets			4		6			10
	Develop typical sections	1	4	10		10			25
	Pavement design		2	8	2				12
	Set alignments	1	2	6		6			15
	Set profiles	1	2	6		6			15
	Plan and profile sheets (1"=50') (7 sheets)		4	72			72		148
	Removal Plans			8		8			16
	Traffic control plans			10		10			20
	Select traffic control standards		2	2					4
	Set construction limits			4		4			8
	Finalize right-of-way requirements	1	1	4		2			8
	Utility plan		4	32		24		1	61
	Traffic Signal Plans			14	26	30			70
	Temporary Traffic Signal Plans			1	8		12		21
	Drainage analysis		8	12	8				28
	Drainage details			12					12
	Ditch profiles		2	4		2			8
	Roadway Details			6			8		14
	Inlet spacing			8					8
	Storm sewer design		1	24					25
	Entrances		2	16		8			26
	Erosion control plan			12			12		24
	Pavement Markings			4		6			10
	Signing			6		10			16
	Intersection Details		2	24			10		36
	Miscellaneous details	2	4	24		12			42
	Cut existing cross sections			6		12			18
	Set templates		1	12		24	8		45
	Input special ditches			4		4			8
	Input right-of-way			2	4				6
	Culvert cross sections					8			8
	Entrance cross section			4		4	2		10
	Cross section sheets	1	4	16		24			45
	Set up schedules			8		8			16
	Set up summary			6		4			10

Special provisions	1	2	12				2	17
Forward plans to utility companies			10		1		1	12
Print and submit for review			4				2	6
SUBTOTAL	9	56	459	54	251	124	6	959
	1%	6%	48%	6%	26%	13%	1%	100%

3. PRE-FINAL ROAD PLANS (95%)

Field check	1		4					5
Respond to field check			4		2			6
Input utility company information		1	10		8			19
Cover Sheet		1	1		2			4
Index and general notes		1	2		1			4
Drainage schedule			6		6			12
Finalize typical sections		1	6		6			13
Plan and profile sheets (1"=50')	1	2	36		20			59
Removal Plans			2		2			4
Traffic control plans			2		2			4
Select traffic control standards			2					2
Intersection details (1"=20')		2	4		2			8
Finalize Traffic Signal Plans			1	2	1	6		10
Temporary Traffic Signal Plans			1	2		2		5
Pavement marking plans			2		2			4
Entrances			6		8			14
Erosion control plan			2		2			4
Pavement markings			1		1			2
Signing			2		1			3
Miscellaneous details	1	2	8		12			23
Finalize templates			4		4			8
Finalize special ditches			2		2			4
Finalize right-of-way	1		2		1			4
Culvert cross sections					4			4
Entrance cross section			2		2	2		6
Adjust cross sections		2	4		20			26
Update Drainage report		1	4	4				9
Compute quantities	1	4	20	20	16			61
Schedules		2	16		8			26
Summary			8		2			10
Special provisions	1	4	10				2	17
Estimate of time	1	2	4					7
Estimate of cost	2	2	8					12
Incorporate standard plan sheets			6		4	2	2	14
Print and submit for review		1	8		8		4	21
								0
								0
SUBTOTAL	9	28	200	28	149	12	8	434
	2%	6%	46%	6%	34%	3%	2%	100%

4.	FINAL ROAD PLANS							
	Review meeting	6		6		6		18
	Respond to review comments	2	4	24		16		46
	Finalize PS&E		4	16		16	2	38
	Final submittal		2	4		2	2	10
								0
	SUBTOTAL	8	10	50	0	40	2	112
		7%	9%	45%	0%	36%	2%	100%
5.	SOILS REPORT							
	Geologic, soils research		4					4
	Property owner contacts							0
	Drilling coordination and field work		4		8			12
	Laboratory testing							0
	Routine testing					3	1	4
	Grain size distribution					2	2	4
	Atterberg limits					1	3	4
	Engineering analysis - subgrade		2					2
	Settlement analysis		1					1
	Slope stability analysis		2					2
	Development of soil profile				2	6		8
	Preparation of soils report	1	8			2	2	13
								0
	SUBTOTAL	1	21	0	10	14	6	54
		2%	39%	0%	19%	26%	11%	100%
6.	BUNN PARK DRAINAGE ANALYSIS							
	Data collection		8	4	14			26
	Modeling of Existing and Proposed Conditions	1	19	46	58			124
	Drainage report	2		28	12		2	44
	Task Management and Coordination		16		4			20
	SUBTOTAL	3	43	78	88	0	0	214
		1%	20%	36%	41%	0%	0%	100%
7.	RIGHT OF WAY							
	Boundary reasearch		2		8	4		14
	Field search land corners			4	16	16		36
	Boundary analysis			24	4			28
	Plat preparation (approx 9 parcels)		18	36	72			126
	Final ROW staking				8	8		16
	SUBTOTAL	0	20	64	108	28	0	220
		0%	9%	29%	49%	13%	0%	100%

8.	COORDINATION AND STATUS MEETINGS							
	Meetings with City and IDOT	8	10	10			2	30
	Response to information requests from City	2	4	12			2	20
	Minutes		6	12			4	22
	Meetings with property owners (assume 9)	28		28			4	60
	Meetings with Park District, IDNR, and bike groups	16		16			4	36
	SUBTOTAL	54	20	78	0	0	16	168
		32%	12%	46%	0%	0%	10%	100%
9.	ADMINISTRATIVE MANAGEMENT							
	Administrative set up	1		4			4	9
	Invoices and billing.			6			4	10
	Scope of work reviews	2		2			2	6
	Progress and schedule control	4		8			2	14
	Internal coordination meetings	7		10	6		1	24
	Contract administration	2		2			2	6
	Documentation			4			4	8
	SUBTOTAL	16	0	36	0	6	19	77
		21%	0%	47%	0%	8%	25%	100%
10.	QA/QC							
	Prepare QA/QC plan	2		2				4
	Plan implementation 9 mo @ 8 hr/mo	6	12	20	12			50
	Submittals	2	2	8				12
								0
	SUBTOTAL	10	14	30	0	12	0	66
		15%	21%	45%	0%	18%	0%	100%
11.	ENVIRONMENTAL							
	Preliminary Environmental Site Assessment (PESA) update		2	4	40	4	2	52
	Tree Mitigation Plan and Coordination	12		12				24
								0
								0
	SUBTOTAL	12	2	16	40	4	2	76
		16%	3%	21%	53%	5%	3%	100%
12.	LAND ACQUISITION							
	Appraisal Process		30		36	8		82
	Appraisal Review		4		4	4		12
	Negotiations		40		70	28	28	166
	Relocation Plan and Assistance		32		8	8		48
	Waiver Preparation		8		4	4		16
								0
	SUBTOTAL	0	114	0	122	52	36	324
		0%	35%	0%	38%	16%	11%	100%
	PROJECT SUMMARY							
	TOTAL	122	344	1011	550	626	180	2890
		4%	12%	35%	19%	22%	6%	100%

General Conditions

Hanson Agreement: C07S2010B

Agreement Date:

Project Name: Stanford Avenue Improvements – 11th Street to Fox Bridge Road

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.

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

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

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services

rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

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

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

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 agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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

27. Hanson agrees to adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the affirmative action program of this Agreement.

28. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or

any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

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

30. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. Hanson agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Council.



October 31, 2014

Mr. Gary C. Rogers, PLS
Assistant Vice President
Hanson Professional Services, Inc.
1525 South Sixth Street
Springfield, IL 62703
GRogers@hanson-inc.com

Re: Proposal for Mapping for Stanford Avenue Extension Part II (Drainage and Topo Boundary)

Dear Mr. Rogers:

Continental Mapping Consultants, Inc. (Continental) is pleased to provide this cost estimate for professional high accuracy aerial mapping services for the Stanford Avenue Extension Part II for the Drainage and Topo Boundary. This new extension is directly west of the original Stanford Avenue Extension project we did for you in the spring of 2014. This estimate is based on information provided to us via email on October 29, 2014. The mapping limits are shown on the attached map.

Project Understanding and Deliverables

Mapping specifications include 1"=20' mapping with vertical accuracy on hard surfaces of 0.1'. Mapping accuracies off of hard surfaces will meet 1' contour accuracies (0.5' DTM). Deliverables will include CAD (DGN or DWG files) of the surface and planimetric mapping and 3" resolution color digital orthophotography. Mapping deliverables will tie into and match the symbology that was delivered with the previous project.

Client Responsibilities

Hanson will be responsible for mapping control. We estimate 7 new control points will be needed for this project. These will need to be placed prior to the flight. We can utilize 3 of the control points from the previous project (CP1, CP2, and CP3) if there has not been any change. These existing control points may need to be re-verified and/or painted prior to the flight as well. We will provide locations and target configuration requirements to Hanson to aid in placing the new control.

Schedule

Aerial imagery will be obtained in the spring of 2015 after snow melt and before leaf-out and will be dependent upon acceptable weather and site conditions. The mapping will be completed within four (4) weeks from the latest of the following dates: contract execution, date of photography, or receipt of acceptable control.

Fees and Terms

Aerial Acquisition, Mapping and Digital orthophotography services: **\$11,670.00**





Fees will be billed monthly and are due within 30 days. Invoice(s) will be subject to 1.5% per month service charge on overdue balances. A charge of 18% will be added to unpaid balances on accounts turned over to others for collection.

We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,

Continental Mapping Consulting, Inc.

A handwritten signature in cursive script, appearing to read 'Dave Hart'.

David Hart, CP
President

ACCEPTED AND APPROVED:

Total Fee: \$ 11,670.00

Name (Sign and Print): _____

Title: _____

Date: _____



Mapping Limits



011 - 01 - 15

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND THE SANGAMON COUNTY, ILLINOIS, BOARD OF HEALTH FOR ANIMAL CONTROL OFFICER SERVICES WITHIN THE CITY LIMITS OF THE CITY OF SPRINGFIELD, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$231,417.00 FROM MARCH 1, 2014, THROUGH FEBRUARY 28, 2015, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, under the provisions of the Counties Code (5 ILCS 5/1-1001, *et seq.*), a County Board of Health may enter into contracts with municipalities for the purchase, sale or exchange of health services; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, the City previously passed Ord. No. 639-11-00 authorizing execution of an intergovernmental agreement with the Sangamon County Board of Health to merge the Animal Control Unit of the Springfield Department of Public Health into the Animal Control Division of the Sangamon County of Public Health (the "2000 Agreement"); and

WHEREAS, pursuant to the 2000 Agreement, the Sangamon County Department of Public Health was designated as the supervising and administrative agent to administer and oversee all animal control functions as defined in the Illinois Animal Control Act and County ordinances; and

WHEREAS, Sangamon County has provided animal control services to the City since January 2001; and

WHEREAS, the 2000 Agreement specified that the City of Springfield reimburse the Sangamon County Board of Health for a share of operating expenses in exchange for the agreement by the Sangamon County Board of Health to enforce Chapter 91 of the 1988 City of Springfield Code of Ordinances, as amended; and

WHEREAS, the 2000 Agreement expired on February 29, 2012, and both parties agreed that this was in their best interest to enter into subsequent annual agreements; and

WHEREAS, the latest agreement expired on February 28, 2014; and

WHEREAS, it is in the best interest of the City of Springfield to enter into a new intergovernmental cooperation agreement for Animal Control Officer Service (the "2015 Animal Control Agreement") and authorize payment in the amount not to exceed \$231,417.00 from March 1, 2014, through February 28, 2015; and

WHEREAS, a copy of the 2015 Animal Control Agreement shall be located in the Office of City Clerk.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby authorizes the execution of an Intergovernmental Cooperation Agreement for Animal Control Officer Services within the City Limits of Springfield for the time period covering March 1, 2014, through February 28, 2015, in an amount not to exceed \$231,417.00. The Mayor and the 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 payments to the Sangamon County Board of Health (0SAN6099) for a total amount not to exceed \$231,417.00 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the 2015 Animal Control Agreement.

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

Michael Houston TS
Mayor J. Michael Houston

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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

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

011 - 01 - 15

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget & Management CONTACT PERSON: Director William McCarty
PHONE NUMBER: 789-2191

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

TYPE OF ORDINANCE: Intergovernmental Agreement FISCAL IMPACT: \$231,417.00
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND THE SANGAMON COUNTY, ILLINOIS, BOARD OF HEALTH FOR ANIMAL CONTROL OFFICER SERVICE WITHIN THE CITY LIMITS OF THE CITY OF SPRINGFIELD, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$231,417.00 FROM MARCH 1, 2014, THROUGH FEBRUARY 28, 2015, FOR THE OFFICE OF BUDGET AND MANAGEMENT.

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

CONTRACTOR / VENDOR NAME: Sangamon County Board of Health VENDOR NO: 0SAN6099
CONTRACT TERM: March 1, 2014 - February 28, 2015 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$231,417.00 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one) Previous Ord #'s 161-05-127, 639-11-00, 364-06-08,
☐ 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: _____ * 453-08-09, 217-06-10, 369-10-11, 056-02-12, 335-06-09*

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1232
2					
3					
4					

FUNDS CHECK BY: Julie Golyan Date: 12/11/14
DIRECTOR / SUPERVISOR SIGNATURE Wm McCarty Date: 12/11/14
CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

This agreement provides for the the services of Sangamon County animal control officers within the City limits. The term of the agreement is one (1) year, from March 1, 2014, to February 28, 2015. The City will reimburse the County for a share of Animal Control Officer Service expenses in an amount not to exceed \$231,417.00 in quarterly installments.

SIGN OFF: Julie Golyan TC
(Mayor's Signature)

Wm McCarty
(Director of OBM)

9475

November 20, 2014

Honorable Mayor J. Michael Houston
City of Springfield, Illinois
800 E. Monroe
Springfield, Illinois 62701

Dear Mayor Houston:

Enclosed you will find two copies of an Intergovernmental Agreement for Animal Control between the Sangamon County Department of Public Health and the City of Springfield for your current fiscal year, which represents the period of March 1, 2014 through February 28, 2015. This represents Phase 2 of the process of addressing costs in the village animal control officer and boarding contracts.

You will recall after meeting with Sangamon County villages earlier this year, we received valuable input regarding possible changes to our City and Village Animal Control contracts. It was decided that the County would use a three-phase approach to addressing the AC contracts.

Phase 1 was for the billing period that represented your previous fiscal year (roughly spring 2013 to spring 2014, although it differs slightly for different villages). There were no changes in the billing process.

We have now entered Phase 2 of addressing the costs in the city/village animal control officer and boarding contracts. **There are NO CHANGES in the rates for boarding or officer calls.** Copies of contracts, which follow CoS and Villages' respective fiscal years, covering roughly from Spring of 2014 through Spring of 2015, are included with this packet. Your previous year's officer call cost plus CPI of 1.5% and actual boarding numbers have been used to calculate your new contract.

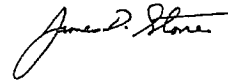
Phase 3 will be for the period of roughly Spring of 2015 to Spring 2016. We will send out those contracts approximately 30 days after the beginning of your new fiscal year. That will allow us to use actual previous year's officer call and boarding numbers. A "metro call" rate and a "rural call" rate will be utilized in conjunction with the most recent Animal Control cost study. A "blended or uniform" boarding rate will be the same for the CoS and Villages will also be utilized. Fees for euthanasia and disposal will also be included in the Phase 3 contracts. Finally, we will be considering the viability of using a CPI inflator as part of the AC contracts in future years.

We ask that you execute the enclosed agreement and submit your payment by **December 15, 2014**. The annual payment for your City of Village for this period is **\$303,927**. A detailed breakdown of this total contract amount is provided in the enclosed contract. Your contract amount will not change during your fiscal year. Upon receipt of payment and a signed City/Village contract, a fully executed copy will be returned to you.

011 - 01 - 15

If you have any questions, please feel free to contact me at 535-3100.

Sincerely,

A handwritten signature in cursive script, appearing to read "James D. Stone".

James D. Stone, M.A.
Director of Public Health

Enclosures
Contract (2)
Billing Statements
Return Envelope "AC Contract"
Return Envelope "AS Payment"

011 - 01 - 15

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES

This AGREEMENT is entered into by SANGAMON COUNTY, for and on behalf of its Department of Public Health (herein after called the Department) and the City of Springfield (hereinafter called the City) for Animal Control Service.

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services;

WHEREAS, there is a need to respond to requests for animal control services with the City; and,

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose;

WHEREAS, there is a need to remove stray or straying dogs and other animals subject to impoundment from within the City, and enforce the City's ordinance ; and,

WHEREAS, the Department has the capacity to provide such services through its Animal Control Center; and,

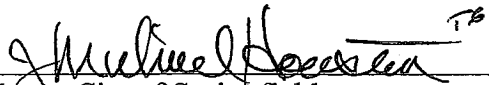
WHEREAS, the Department, by and through the Sangamon County Department of Public Health, has been designated as the supervising and administrative agent to administer and oversee all animal control functions as defined in the Illinois Animal control Act and County ordinances attendant thereto by the County of Sangamon; and,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Department agrees to provide to the City of Springfield the same services as provided by the City's Animal Control Ordinance.
2. The Department will respond to the request for animal control services from City resident and the Springfield Police Department.
3. For services provided by the Department from March 1 through February 28, the City agrees to pay the Department the amount of **\$303,927.00**. This fee covers the previous year's ACO amount plus 1.5% CPI ($\$227,997 \times 1.5\% = \$231,417.00$), and boarding costs, ($\$85,600.00 - \$13,090.00$ FY 2013-2014 overpayment = **\$72,510.00**), for calls and animals impounded in the most recent completed City Fiscal Year.
4. The Department agrees to provide yearly reports to the City breaking down the number of calls responded to and number of boarding days for impounded animals.

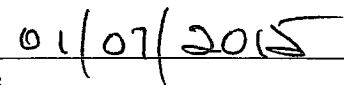
5. This agreement shall continue in effect unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date.
6. This agreement shall become effective upon execution of this agreement by the Mayor, City of Springfield and by the Director of Public Health of Sangamon County.

Sangamon County



Mayor, City of Springfield

Date



Date

11-14

011 - 01 - 15

012 - 01 - 15

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND THE SANGAMON COUNTY, ILLINOIS, BOARD OF HEALTH FOR BOARDING OF ANIMALS IMPOUNDED WITHIN THE CITY LIMITS OF THE CITY OF SPRINGFIELD, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$72,510.00 FROM MARCH 1, 2014, THROUGH FEBRUARY 28, 2015, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, under the provisions of the Counties Code (5 ILCS 5/1-1001, *et seq.*), a County Board of Health may enter into contracts with municipalities for the purchase, sale or exchange of health services; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, the City previously passed Ord. No. 639-11-00 authorizing execution of an intergovernmental agreement with the Sangamon County Board of Health to merge the Animal Control Unit of the Springfield Department of Public Health into the Animal Control Division of the Sangamon County of Public Health (the "2000 Agreement"); and

WHEREAS, pursuant to the 2000 Agreement, the Sangamon County Department of Public Health was designated as the supervising and administrative agent to administer and oversee all animal control functions as defined in the Illinois Animal Control Act and County ordinances; and

WHEREAS, the 2000 Agreement specified that the City of Springfield reimburse the Sangamon County Board of Health for a share of operating expenses in exchange for the agreement by the Sangamon County Board of Health to enforce Chapter 91 of the 1988 City of Springfield Code of Ordinances, as amended; and

WHEREAS, the City subsequently passed Ord. No. 335-06-09 authorizing execution of an intergovernmental agreement with the Sangamon County Department of Public Health for boarding services of unclaimed animals that are impounded within the City limits (the "2009 Agreement"); and

WHEREAS, the 2000 and the 2009 Agreements expired on February 28, 2014; and

WHEREAS, it is in the best interest of the City of Springfield to enter into a new intergovernmental cooperation agreement for the boarding of unclaimed animals (the "2015 Animal Boarding Agreement") and authorize payment in the amount not to exceed \$72,510.00, from March 1, 2014, through February 28, 2015; and

WHEREAS, a copy of the 2015 Animal Boarding Agreement shall be located in the Office of City Clerk.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby authorizes the execution of an Intergovernmental Cooperation Agreement for Boarding of Animals Impounded within the City Limits of Springfield for the time period covering March 1, 2014, through February 28, 2015, in an amount not to exceed \$72,510.00. The Mayor and the 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 payments to the Sangamon County Board of Health (0SAN6099) for a total amount not to exceed \$72,510.00 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the 2015 Animal Boarding Agreement.

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

Michael Houston TC
Mayor J. Michael Houston

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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

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

012 - 01 - 15

November 20, 2014

Honorable Mayor J. Michael Houston
City of Springfield, Illinois
800 E. Monroe
Springfield, Illinois 62701

Dear Mayor Houston:

Enclosed you will find two copies of an Intergovernmental Agreement for Animal Control between the Sangamon County Department of Public Health and the City of Springfield for your current fiscal year, which represents the period of March 1, 2014 through February 28, 2015. This represents Phase 2 of the process of addressing costs in the village animal control officer and boarding contracts.

You will recall after meeting with Sangamon County villages earlier this year, we received valuable input regarding possible changes to our City and Village Animal Control contracts. It was decided that the County would use a three-phase approach to addressing the AC contracts.

Phase 1 was for the billing period that represented your previous fiscal year (roughly spring 2013 to spring 2014, although it differs slightly for different villages). There were no changes in the billing process.

We have now entered Phase 2 of addressing the costs in the city/village animal control officer and boarding contracts. **There are NO CHANGES in the rates for boarding or officer calls.** Copies of contracts, which follow CoS and Villages' respective fiscal years, covering roughly from Spring of 2014 through Spring of 2015, are included with this packet. Your previous year's officer call cost plus CPI of 1.5% and actual boarding numbers have been used to calculate your new contract.

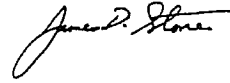
Phase 3 will be for the period of roughly Spring of 2015 to Spring 2016. We will send out those contracts approximately 30 days after the beginning of your new fiscal year. That will allow us to use actual previous year's officer call and boarding numbers. A "metro call" rate and a "rural call" rate will be utilized in conjunction with the most recent Animal Control cost study. A "blended or uniform" boarding rate will be the same for the CoS and Villages will also be utilized. Fees for euthanasia and disposal will also be included in the Phase 3 contracts. Finally, we will be considering the viability of using a CPI inflator as part of the AC contracts in future years.

We ask that you execute the enclosed agreement and submit your payment by **December 15, 2014**. The annual payment for your City of Village for this period is **\$303,927**. A detailed breakdown of this total contract amount is provided in the enclosed contract. Your contract amount will not change during your fiscal year. Upon receipt of payment and a signed City/Village contract, a fully executed copy will be returned to you.

012 - 01 - 15

If you have any questions, please feel free to contact me at 535-3100.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stone". The signature is fluid and cursive, with a long horizontal stroke at the end.

James D. Stone, M.A.
Director of Public Health

Enclosures
Contract (2)
Billing Statements
Return Envelope "AC Contract"
Return Envelope "AS Payment"

012 - 01 - 15

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES

This AGREEMENT is entered into by SANGAMON COUNTY, for and on behalf of its Department of Public Health (herein after called the Department) and the City of Springfield (hereinafter called the City) for Animal Control Service.

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services;

WHEREAS, there is a need to respond to requests for animal control services with the City; and,

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose;

WHEREAS, there is a need to remove stray or straying dogs and other animals subject to impoundment from within the City, and enforce the City's ordinance ; and,

WHEREAS, the Department has the capacity to provide such services through its Animal Control Center; and,

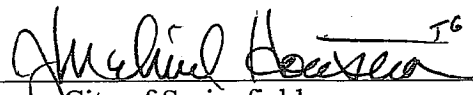
WHEREAS, the Department, by and through the Sangamon County Department of Public Health, has been designated as the supervising and administrative agent to administer and oversee all animal control functions as defined in the Illinois Animal control Act and County ordinances attendant thereto by the County of Sangamon; and,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Department agrees to provide to the City of Springfield the same services as provided by the City's Animal Control Ordinance.
2. The Department will respond to the request for animal control services from City resident and the Springfield Police Department.
3. For services provided by the Department from March 1 through February 28, the City agrees to pay the Department the amount of **\$303,927.00**. This fee covers the previous year's ACO amount plus 1.5% CPI ($\$227,997 \times 1.5\% = \$231,417.00$), and boarding costs, ($\$85,600.00 - \$13,090.00$ FY 2013-2014 overpayment = **\$72,510.00**), for calls and animals impounded in the most recent completed City Fiscal Year.
4. The Department agrees to provide yearly reports to the City breaking down the number of calls responded to and number of boarding days for impounded animals.

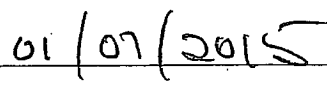
5. This agreement shall continue in effect unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date.
6. This agreement shall become effective upon execution of this agreement by the Mayor, City of Springfield and by the Director of Public Health of Sangamon County.

Sangamon County



Mayor, City of Springfield

Date



Date

11-14

012 - 01 - 15

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: OBM
DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget & Management CONTACT PERSON: Director William McCarty
PHONE NUMBER: 789-2191

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

TYPE OF ORDINANCE: Intergovernmental Agreement FISCAL IMPACT: \$72,510.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND THE SANGAMON COUNTY, ILLINOIS, BOARD OF HEALTH FOR BOARDING OF ANIMALS IMPOUNDED WITHIN THE CITY LIMITS OF THE CITY OF SPRINGFIELD, AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$72,510.00 FROM MARCH 1, 2014, THROUGH FEBRUARY 28, 2015, FOR THE OFFICE OF BUDGET AND MANAGEMENT.

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

Intergovernmental Cooperation Agreement

CONTRACTOR / VENDOR NAME: Sangamon County Board of Health VENDOR NO: OSAN6099

CONTRACT TERM: March 1, 2014 - February 28, 2015 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$72,510.00 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s 157-5-12, 639-11-00, 335-06-09,*

☐ 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: _____ * 391-10-10, 221-06-11, 403-11-11,

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

057-02-12

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1232	\$72,510.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 12/11/14
DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 12/11/14
CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

This agreement provides for the boarding of animals impounded within the City limits by the Sangamon County Department of Public Health. The Fiscal Year 2015 payment of \$72,510.00 is based upon the number of animals impounded in 2014 at \$20 per day.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

012-01-15

9476

013 - 01 - 15

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF
EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186 REGARDING
SCHOOL SAFETY OFFICERS FROM JANUARY 6, 2015, THROUGH JUNE
2, 2015**

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

WHEREAS, 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 January 6, 2015, through June 2, 2015; 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 \$115,557.22 for the one year period.

**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 January 6, 2015, through June 2, 2015.

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: Jan. 6, 2015

RECORDED: Jan. 7, 2015

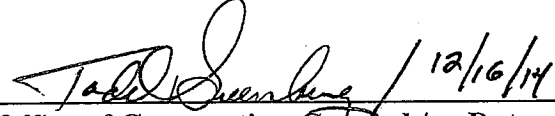
ATTEST: 
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015


Mayor J. Michael Houston

Approved as to legal sufficiency:

 / 12/16/14
Office of Corporation Counsel / Date

013 - 01 - 15

**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 JANUARY 6, 2015
THROUGH JUNE 2, 2015**

THIS AGREEMENT is effective as of the 6th day of January, 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 remaining portion of the 2014-15 School Year, commencing on January 6, 2015, and ending on June 2, 2015, 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 reimburse to the City all wages and benefits for three School Safety Officers for the six-month period commencing January 6, 2015, and ending on June 2, 2015, 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 January 2, 2015 through June 2, 2015.

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:

J. Michael Zimmers
Superintendent of Schools
Springfield School District No. 186
1900 West Monroe Street
Springfield IL 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.

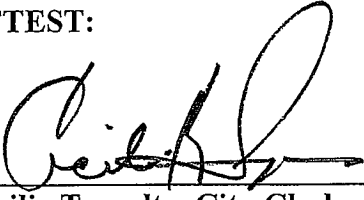
Section 18. Third Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party.

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.

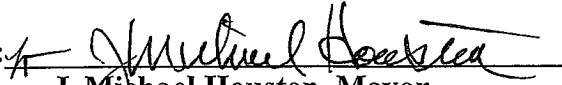
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:



Cecilia Tumulty, City Clerk

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

By: 

J. Michael Houston, Mayor

ATTEST:

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

Julie Hammers, Secretary

By: _____
J. Michael Zimmers, President

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014 - 01 - 15

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS
IN AN AMOUNT NOT TO EXCEED \$1,139,723.00 FOR GARAGE CONSOLIDATION PURPOSES
FOR THE OFFICE OF BUDGET AND MANAGEMENT

WHEREAS, this Ordinance authorizes the transfer of funds in a total amount not to exceed \$717,000.00 for the Office of Public Utilities ("CWLP"), and

WHEREAS, this Ordinance authorizes the transfer of Corporate funds in a total amount of \$422,723 for the Department of Public Works, Fire Department and Police Department, and

WHEREAS, these transfers move funds that were originally budgeted within the individual departments' personal service and other lines for FY2015 vehicle maintenance, and

WHEREAS, the purpose of the transfer is to cover departmental expenses related to the consolidated garage, and

WHEREAS, all remaining Public Works, Police and Fire fleet maintenance employees were transferred to the Office of Budget and Management, and

WHEREAS, all but three (3) remaining VMF employees were transferred from CWLP to The Office of Budget and Management, and

WHEREAS, CWLP needs to maintain sufficient funds in the CWLP VMF personal service lines in order to pay the three (3) CWLP VMF employees through the end of FY2015.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the transfer of funds as follows:

FY2015 Transfer Needed for Garage Consolidation								
	Fund	Department	Unit	Activity	Object	Minimum Amount	Maximum Amount	Description
From	101	200	JAB	6360	1102	70,450	76,750	Regular Salaries - Garage
	101	200	JAB	6360	1107	10,150	11,100	Retirement IMRF - Garage
	101	200	JAB	6360	1108	5,200	5,650	Retirement FICA - Garage
	101	200	JAB	6360	1109	12,300	14,040	Employee Insurance - Garage
	102	200	JAB	8000	1102	399,200	435,000	Regular Salaries - Garage
	102	200	JAB	8000	1107	57,500	62,900	Retirement IMRF - Garage
	102	200	JAB	8000	1108	29,500	32,000	Retirement FICA - Garage
	102	200	JAB	8000	1109	69,700	79,560	Employee Insurance - Garage
To	101	200	JAB	6361	1801	98,100	107,540	Repair & Maint, Automotive Eq - Garage
	102	200	JAB	8001	1801	555,900	609,460	Repair & Maint, Automotive Eq - Garage
						654,000	717,000	Range to Transfer

Section 2. They Mayor or his designee is authorized to determine and retain sufficient funds in the CWLP VMF personal service lines in order to pay the three (3) CWLP VMF employees through the end of FY2015, and is further authorized to transfer, as needed, any remaining funds as shown in Section 1 above.

Section 3. The Council of the City of Springfield, Illinois, hereby approves and authorizes the transfer of funds as follows:

<u>FROM</u>						<u>TO</u>					
<u>FUND</u>	<u>AGENCY</u>	<u>ORG</u>	<u>ACT</u>	<u>OBJECT</u>	<u>AMT</u>	<u>FUND</u>	<u>AGENCY</u>	<u>ORG</u>	<u>ACT</u>	<u>OBJECT</u>	<u>AMT</u>
001	108	FIRE	FOPR	1102	\$112,630	001	108	FIRE	FOPR	1806	\$112,630
001	108	FIRE	FOPR	1106	\$188	001	108	FIRE	FOPR	1806	\$188
001	108	FIRE	FOPR	1107	\$13,939	001	108	FIRE	FOPR	1806	\$13,939
001	108	FIRE	FOPR	1108	\$7,034	001	108	FIRE	FOPR	1806	\$7,034
001	108	FIRE	FOPR	1109	\$16,974	001	108	FIRE	FOPR	1806	\$16,974
001	108	FIRE	FOPR	1119	\$3,942	001	108	FIRE	FOPR	1806	\$3,942
001	108	FIRE	FOPR	1121	\$4,640	001	108	FIRE	FOPR	1806	\$4,640
001	108	FIRE	FOPR	1404	\$6,886	001	108	FIRE	FOPR	1806	\$6,886
001	108	FIRE	FOPR	1416	\$948	001	108	FIRE	FOPR	1806	\$948
001	108	FIRE	FOPR	1504	\$13,084	001	108	FIRE	FOPR	1806	\$13,084
001	108	FIRE	FOPR	1507	\$1,152	001	108	FIRE	FOPR	1806	\$1,152
001	110	WORK	GARA	1102	\$56,216	001	110	WORK	GARA	1806	\$56,216
001	110	WORK	GARA	1106	\$113	001	110	WORK	GARA	1806	\$113
001	110	WORK	GARA	1107	\$8,995	001	110	WORK	GARA	1806	\$8,995
001	110	WORK	GARA	1108	\$4,301	001	110	WORK	GARA	1806	\$4,301
001	110	WORK	GARA	1109	\$10,184	001	110	WORK	GARA	1806	\$10,184
001	110	WORK	GARA	1119	\$405	001	110	WORK	GARA	1806	\$405
001	110	WORK	GARA	1121	\$2,316	001	110	WORK	GARA	1806	\$2,316
001	110	WORK	GARA	1220	\$330	001	110	WORK	GARA	1806	\$330
001	110	WORK	GARA	1404	\$1,415	001	110	WORK	GARA	1806	\$1,415
001	110	WORK	GARA	1406	\$6,225	001	110	WORK	GARA	1806	\$6,225
001	110	WORK	GARA	1406	\$5,300	001	110	WORK	GARA	1806	\$5,300
001	112	POLC	POPR	1102	\$85,994	001	112	POLC	POPR	1806	\$85,994
001	112	POLC	POPR	1106	\$263	001	112	POLC	POPR	1806	\$263
001	112	POLC	POPR	1107	\$13,759	001	112	POLC	POPR	1806	\$13,759
001	112	POLC	POPR	1108	\$6,579	001	112	POLC	POPR	1806	\$6,579
001	112	POLC	POPR	1109	\$23,763	001	112	POLC	POPR	1806	\$23,763
001	112	POLC	POPR	1119	\$2,580	001	112	POLC	POPR	1806	\$2,580
001	112	POLC	POPR	1121	\$3,543	001	112	POLC	POPR	1806	\$3,543
001	112	POLC	POPR	1210	\$1,000	001	112	POLC	POPR	1806	\$1,000
001	112	POLC	POPR	1220	\$825	001	112	POLC	POPR	1806	\$825
001	112	POLC	POPR	1221	\$4,200	001	112	POLC	POPR	1806	\$4,200
001	112	POLC	POPR	1404	\$3,000	001	112	POLC	POPR	1806	\$3,000
					\$422,723						\$422,723

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenberg, 12/11/14
Office of Corporation Counsel Date

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ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget and ManagementCONTACT PERSON: William McCartyPHONE NUMBER: 789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Transfer

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FOR THE OPERATIONAL EXPENSES RELATED TO THE CONSOLIDATED FLEET FACILITY FROM THE OFFICE OF PUBLIC UTILITIES, THE DEPARTMENT OF PUBLIC WORKS, FIRE DEPARTMENT AND POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$1,139,723.00 FOR THE OFFICE OF BUDGET AND MANAGEMENT.

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	SEE ATTACHED BUDGET LINE INFORMATION					
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The consolidated fleet garage has been completed. City agencies with vehicles will begin to make payments for repairs to the fleet activity. As such, it is necessary to reallocate existing budget amounts to the appropriate budget/accounting lines to facilitate payments for repairs. There is no increase for fleet included in this reallocation of FY2015 budget authority.

All but three (3) VMF employees were transferred from CWLP to the City of Springfield Corporate. CWLP needs to maintain sufficient funds in the CWLP VMF personal services lines in order to pay the three (3) CWLP VMF employees through the end of FY2015.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

015-01-15

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NOLL LAW OFFICE, LLC, FOR LEGAL SERVICES REGARDING SANGAMON COUNTY COURT CASE NO. 2013-MR-341, *CALVIN CHRISTIAN III v. CITY OF SPRINGFIELD, et al.*, AND AUTHORIZING PAYMENT FOR AN AMOUNT NOT TO EXCEED \$42,000.00

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

WHEREAS, it is in the best interest of the City of Springfield to obtain legal services in Sangamon County Court Case No. 2013-MR-341, *Calvin Christian III v. City of Springfield, et. al.*; and

WHEREAS, Noll Law Office, LLC is willing and able to provide legal services for this case in an amount not to exceed \$42,000.00; and

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

WHEREAS, a copy of the contract with Noll Law Office, LLC shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes an agreement with, and payment in an amount not to exceed \$42,000.00 to, Noll Law Office, LLC to provide legal services in Sangamon County Court Case No. 2013-MR-341, *Calvin Christian III v. City of Springfield, et. al.* The Mayor and City Clerk are authorized to execute any documents which may be necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Noll Law Office, LLC (VC#1430) in an amount not to exceed \$42,000.00 from account number 074-107-BMGT-LIAB-1217 in accordance with the terms of the agreement.

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

J. Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd S. Sweeney, 12/11/14
Office of Corporation Counsel/ Date



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

MEMORANDUM

TO: Todd Greenberg

FROM: Jay Wavering

DATE: December 11, 2014

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet approving an agreement and authorizing payment to Noll Law Office, LLC for legal services regarding case 2013-MR-341 in an amount not to exceed \$42,000.00 for the Office of Corporate Council.

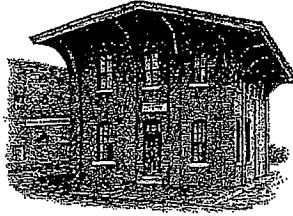
Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

015-01-15

NOLL LAW OFFICE, LLC

at the Lincoln Depot

Jon Gray Noll
email: Noll@Noll-Law.com



Daniel A. Noll
email: DanNoll@Noll-Law.com

REPRESENTATION AGREEMENT (Employment Contract – Miscellaneous Matters HOURLY)

This Representation Agreement made on the ^{5th}~~17~~ day May 2013, is made in reference to the following stipulations and agreements:

1. PARTIES:

- A. Attorney: Jon Gray Noll
Daniel A. Noll
Noll Law Office LLC
930 East Monroe Street
Springfield, IL 62701
(217) 544-8441
- B. Client: City of Springfield and
John Doe 1-6
ATTN: Mark Cullen, Corporate Counsel
800 East Monroe Street
Springfield, IL 62701
Telephone: 217-789-2393

2. SCOPE OF EMPLOYMENT:

- A. Employment Period: Client retains and employs Attorney to represent client in defense of the matter described below, giving Attorney full authority to file any legal actions as in Attorney's judgment may be advisable and to negotiate with other parties or their attorneys as necessary. Attorney is to represent Client on the following matter:

Sangamon County Case No. 2013-MR-341

- B. Acceptance of Representation: Attorney agrees to represent Client in defending the above-named matter and to use his best efforts in obtaining a fair and just disposition of the case. Attorney, however, makes no warranties or representations concerning the ultimate resolution of the matter. Further, Attorney accepts all of the customary responsibilities and duties of an attorney in representing the Client to the best of his ability and

will from time to time give client his counsel and advice with respect to the defense of the case.

- C. Areas Not Included in Scope of Employment: An appeal or a new trial on the above-styled matters are not included within the scope of representation by Attorney. Further, representation does not include any collateral or ancillary proceedings.

3. **ATTORNEY'S AUTHORITY:**

- A. Legal Services: Attorney agrees to perform all necessary legal services in defending the case to a final determination in the trial court.
- B. Employment of Experts: In defense of the case, Attorney may retain such investigators, expert witnesses, collection specialists, accountants and other agents as are necessary to defend the matter. Client agrees to pay attorney all expenses incurred by attorney in connection with retaining such agents. Their reports will be made exclusively to Attorney.
- C. Associate Counsel: **If more than one Attorney is listed in Section 1.A., the Attorneys are splitting the fee equally and both are assuming financial responsibility for the representation.** If Attorney deems it appropriate and helpful, he may employ additional associate counsel to assist him in defending the case. Any fees paid to associate counsel shall be at Attorney's expense, but any costs or necessary disbursements incurred by associate counsel and advanced by associate counsel or Attorney, shall be reimbursed by Client.
- D. Associates and Paralegals: Attorney may utilize associate counsel and paralegals in Attorney's office to assist him in any respect in the subject proceedings.
- E. Power of Attorney: Client gives Attorney his Power of Attorney to execute any and all documents connected with and necessary for the defense of his case.

4. **OBLIGATIONS OF THE PARTIES:**

- A. Attorney:
1. Diligence: Attorney agrees to put forth his best and reasonable efforts to obtain a fair and just disposition of the case. This includes keeping the Client apprised of developments as matters progress.

2. Conflict of Interest: Attorney will not engage in actions that would be a conflict of interest to his representation of Client. Should circumstances arise that might lead to a conflict of interest, attorney agrees to advise Client of the facts and such potential or actual conflict of interest.
3. Warranties: Attorney makes no warranties or representations concerning the ultimate resolution or outcome of pending matters.
4. File: Attorney agrees to maintain a file on the case and to provide copies of all pertinent documentation to Client.
5. Confidentiality: Attorney represents Client, solely and individually. Attorney cannot and will not discuss or communicate confidential aspects of the case or provide written materials to any friends and/or family members interested and concerned about Client without prior written consent of Client.

B. Client:

1. Client will, at all times, cooperate fully with Attorney in all efforts required by him in defense of Client. Most specifically, Client agrees and pledges to be truthful to Attorney in all matters regarding all aspects of his/her case.
2. Client will pay Attorney as agreed, on time and in the amounts mutually agreed upon herein, including the costs incurred in Client's defense as they may from time to time arise.

5. EXPENSES OF LITIGATION:

- A. Costs and Defense Fund: Client is responsible for all customary and necessary costs of defense. Attorney will not incur any financial obligation on behalf of Client in excess of \$300.00 without first obtaining authorization from Client to do so.
- B. Inclusion: Costs and expenses of litigation will include filing fees, expenses of investigators and other agents, costs of travel, and other such extraordinary items.
- C. Overhead Expenses: Client is not responsible for any costs of Attorney's office or overhead except for long distance telephone calls (billed at a flat fee per call), telefax (billed at a flat fee per call), and extraordinary photocopying or any other extraordinary expense.

6. **ATTORNEY'S FEES:**

- A. Fee for Representation: Client agrees to pay to Attorney for defense of the case(s) as follows:

\$125 per hour billed in 1/10 hour increments;
Paralegal expense will be billed at the rate of \$5000 per hour billed in 1/10 hour increments.
All expenses incurred.

- B. Failure to Pay: In the event of failure to pay as agreed, Attorney retains the right to withdraw as attorney of record and to retain all monies advanced as of the date an order allowing the attorney to withdraw is entered.

- C. Non-Payment/Default: In the event Client defaults in any periodic payments required herein or on any other payment of attorney fees, Attorney may, at his election, in addition to any other rights contained herein, elect to proceed forward in the institution of legal proceedings to enforce his rights, and then, in that event, Client will be responsible for all reasonable attorney's fees and legal expenses and court costs incurred by Attorney in such collection.

- E. Interest: In the event payments are required hereunder, such payments will accrue interest at the rate of .041% per month, which is equal to five percent (5%) annually.

- F. Credit Report: I authorize the Noll Law Office to obtain a credit report on any person identified as "Client" in this representation agreement through the credit reporting agency of its choice.

7. **GENERAL AND SPECIAL PROVISIONS:**

- A. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (if any).

- B. Representation: Attorney and Client make no representations or warranties except as explicitly stated herein.

- C. Amendments: Amendments to this agreement may only be had in writing signed and dated by both parties.

- D. Parties: Any reference to "Attorney" includes lawyer, his associate counsel, paralegals or other employees or agents of Attorney's firm. The term "Client" includes Client.

6. **ATTORNEY'S FEES:**

- A. Fee for Representation: Client agrees to pay to Attorney for defense of the case(s) as follows:

\$125.00 per hour billed in 1/10 hour increments;
Paralegal expense will be billed at the rate of \$50.00 per hour billed in 1/10 hour increments.
All expenses incurred.

- B. Failure to Pay: In the event of failure to pay as agreed, Attorney retains the right to withdraw as attorney of record and to retain all monies advanced as of the date an order allowing the attorney to withdraw is entered.

- C. Non-Payment/Default: In the event Client defaults in any periodic payments required herein or on any other payment of attorney fees, Attorney may, at his election, in addition to any other rights contained herein, elect to proceed forward in the institution of legal proceedings to enforce his rights, and then, in that event, Client will be responsible for all reasonable attorney's fees and legal expenses and court costs incurred by Attorney in such collection.

- E. Interest: In the event payments are required hereunder, such payments will accrue interest at the rate of .041% per month, which is equal to five percent (5%) annually.

- F. Credit Report: I authorize the Noll Law Office to obtain a credit report on any person identified as "Client" in this representation agreement through the credit reporting agency of its choice.

7. **GENERAL AND SPECIAL PROVISIONS:**

- A. Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (if any).

- B. Representation: Attorney and Client make no representations or warranties except as explicitly stated herein.

- C. Amendments: Amendments to this agreement may only be had in writing signed and dated by both parties.

- D. Parties: Any reference to "Attorney" includes lawyer, his associate counsel, paralegals or other employees or agents of Attorney's firm. The term "Client" includes Client.

I agree to the terms set out in this agreement. I have received a copy of this document on today's date.

Client: CITY OF SPRINGFIELD and
John Doe 1-6,

BY: Michael Hoexter
Its Mayor (P)

AGREED UPON BY:

NOLL LAW OFFICE LLC,

BY: Daniel Noll
Daniel Noll

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

Dec. 16, 2014

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Steve Rahn

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: PROFESSIONAL SERVICES FISCAL IMPACT: \$42,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH NOLL LAW OFFICE, LLC, FOR LEGAL SERVICES REGARDING SANGAMON COUNTY COURT CASE 2013-MR-341, CALVIN CHRISTIAN III v. CITY OF SPRINGFIELD, et. al.

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

CONTRACTOR / VENDOR NAME: NOLL LAW OFFICE, LLC

VENDOR NO: VC#1430

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

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☒ Exception: 38.42

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	1217	\$42,000.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

It is in the best interest of the City to obtain legal services for Sangamon County Court Case 2013-MR-341, Calvin Christian III v. City of Springfield. This ordinance will authorize a professional services agreement with Noll Law Office LLC to provide these services in the amount of \$125 hour and for a total amount not to exceed \$42,000.00.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

016-01-15

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT
WITH CARROLLTON BANK TRUST NUMBER 0113 FOR
ANNEXATION OF PROPERTY LOCATED AT 3949 SPAULDING
ORCHARD ROAD**

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, Carrollton Bank Trust Number 0113 ("Petitioner") is the owner of record of the property located at 3949 Spaulding Orchard Road; and

WHEREAS, the Petitioner has filed a verified petition duly executed and sworn, that the City annex the following described property:

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of Lot 4 of Klemm's The Reserve First Addition, Springfield, Illinois; thence South 00 degrees 42 minutes 53 seconds East, a distance of 681.19 feet to an iron pin found at the Southwest corner of Lot 1 in said Klemm's The Reserve First Addition on the North right of way line of Spaulding Orchard Road; thence South 89 degrees 54 minutes 43 seconds West on said North right of way line, a distance of 300.08 feet to an iron pin set on the West line of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 42 minutes 34 seconds West on said West line, a distance of 683.47 feet to an iron pin found at the Southwest corner of Lot 8 in said Klemm's The Reserve First Addition; thence South 89 degrees 39 minutes 09 seconds East, a distance of 300.06 feet to the point of beginning. Containing (204,723.861 square feet) 4.700 acres, more or less; and

Commonly known as 3949 Spaulding Orchard Road; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the owners of record; and

WHEREAS, said annexation agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the execution of an agreement with Carrollton Bank Trust Number 0113, the owner of record, for annexation of the property located at 3949 Spaulding Orchard Road. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

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

PASSED: Jan. 6, 2015

SIGNED: Jan. 7, 2015

RECORDED: Jan. 7, 2015

Michael Houston
Mayor J. Michael Houston

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

Approved as to legal sufficiency:

Requested by: Mayor J. Michael Houston

Todd Lumbry, 12/11/14
Office of Corporation Counsel Date

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ORDINANCE FACT SHEET ANNEXATIONS ONLY

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC WORKS

STAFF MEMBER: ROBERT D. LOWE

DATE: December 4, 2014

FIRST READING: 12/16/2014

EMERGENCY PASSAGE: No

TYPE OF ORDINANCE: ~~ANNEXATION~~ ANNEX AGREEMENT

ANNEXATION INFORMATION

Petitioner Name(s): Trust 0113 et al

Property Address: 3949 Spaulding Orchard Road

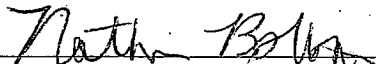
Number of electors residing at property: 1

Are the petitioners the only electors: Yes

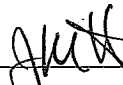
Annexation contingent on zoning: No

Is an annexation agreement necessary: Yes

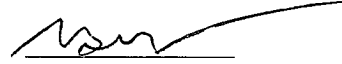
Name of Alderman requesting the annexation ordinance: _____



Director, Public Works/City Engineer



Mayor



Director, OBM

9462

016 - 01 - 15

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT, made and entered into this 12th day of September, 2013, and known as Trust Number 0113, is to certify that Carrollton Bank, as Trustee, under the provisions of said Trust Agreement, is about to take title to the certain real property located in Sangamon County, Illinois, and legally described as follows:

Part of the Southwest Quarter of the North west Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of said Section 25, thence North on the Section Line, 726.00 feet; thence East parallel to the South line of the Northwest Quarter of said Section, 300.00 feet; thence South parallel to the Section Line, 726.00 feet; thence West on the Quarter Section Line, 300.00 feet to the point of beginning, containing 5.00 acres, more or less.

Situated in SANGAMON COUNTY, ILLINOIS.

Subject to easements, covenants and restrictions of record.

Subject to a lien for taxes for calendar year 2012 and thereafter.

Subject to coal, mineral and mining rights heretofore conveyed or reserved of record.

Property Address: 3949 Spaulding Orchard Road, Springfield, IL 62711-9412

Property Identification Number(s): 21-25-0-100-022

and that when it has taken the title thereto, or to any other real estate deeded to it as Trustee hereunder, it will hold it in trust for the uses and purposes set forth below.

It is understood and agreed between the parties hereto for themselves and for any person or persons who may become entitled to any interest under this trust that:

1. The property shall be held for the ultimate use and benefit of the following persons and in the following proportions:

100% TIMOTHY A. VAN FLEET

2. The interest of any person or any beneficiary hereunder shall consist solely of the power of direction over the title to said property and the right to receive the proceeds from sales or rentals of said property and such interest of the beneficiary shall be deemed to be personal property

and may be assigned as such; also in case of death the right, title or interest of any beneficiary hereunder shall pass to his or her executor or administrator and not to his or her heirs at law, and no beneficiary hereunder shall have at any time any right, title or interest in or to any of such real estate as such, but only in the proceeds or avails thereof, it being the intention of this instrument to vest the full and complete legal and equitable title to said property in said Trustee. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder.

3. No assignment or other instrument conveying the interest of any beneficiary hereunder shall be binding on the Trustee in any manner until the original or an executed duplicate copy of such assignment or other instrument is deposited with the Trustee.

4. In case the Trustee shall make any advances of money or incur any liability or be obliged to pay out any money by reason of its being Trustee hereunder, the beneficiaries do hereby agree, jointly and severally, on behalf of themselves, their heirs, executors, administrators and assigns, to repay any and all of such advancements or disbursements on demand with interest at eight (8%) per annum and in case of non-payment within sixty days after demand said Trustee shall have the right and is hereby authorized and directed to sell sufficient of said property to pay the debt or advancement, and after deducting its own reasonable compensation to pay the balance thereof to the beneficiaries as their interests may appear. Said Trustee shall not be required, however, to make any advances or to prosecute or defend any legal proceeding involving the trust or take any action which in its judgment would result in its incurring any liability unless it shall be furnished with funds sufficient to meet such liability or be indemnified to its satisfaction in respect thereto.

5. This trust agreement shall not be placed of record in the Recorder's office in the county in which the property is situated or elsewhere and the recording of the same shall not be considered as notice of the rights of any person hereunder derogatory to the title of the Trustee, nor shall any person dealing with the Trustee be privileged or required to inquire into the necessity or expediency of any act of the Trustee or of the provisions of this instrument.

6. While Carrollton Bank, as Trustee, is the sole owner of the property covered hereby, and, so far as third parties are concerned, has full power to deal with it, it is understood and agreed by all present or future beneficiaries that said Trustee will deal with said property only when authorized so to do in writing and that it will (notwithstanding any change in any beneficiary hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of 75% of such person or persons who may be beneficiaries at the time, make deeds for or otherwise deal with the title to said real estate, provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in so doing and further shall not be required to make any conveyances or other instrument affecting said real estate while money is owing to it as Trustee hereunder. The Trustee shall not be required to inquire into the propriety of any such direction. Mortgages or Trust Deeds made and executed by the Trustee may include waiver of any and all rights of redemption from sale under any order or decree of foreclosure of such Mortgage or Trust Deed.

7. The beneficiary or beneficiaries hereunder shall have the full management and control of said property and of the selling, renting and handling thereof, including collection of rent and proceeds of sale, and of the payment of taxes, assessments, insurance and other expenses in connection therewith, and the Trustee shall have no responsibility in reference to any of said matters or otherwise in connection therewith, except on the written direction of the beneficiaries hereunder and after payment to it of all money necessary to carry out such directions. Nothing contained in this agreement shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries, from time to time, will individually make all such reports and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate, or growing out of their interest under this trust agreement.

8. Notwithstanding the provisions of Paragraph 7 above, the Trustee is authorized to hire the services of Pegasus Holdings, LLC, or such other entity or individual as the Trustee deems appropriate to act as a manager of the property held in this trust. The manager shall be responsible for overseeing the day to day operations of the property, the collection of rent, payment of taxes, assessments, insurance and payment of all other expenses related to the property. The manager shall have those powers which are specifically delegated to it by the Trustee hereunder.

9. The trusts hereby created shall in no event last longer than twenty years after the death of the one last surviving of the person or persons who are living and are beneficiary or beneficiaries at the time the trust is created and if any property remains in this trust at the end of such period then the same shall be sold at public auction by the Trustee on such notice as it may deem reasonable and the proceeds of sale shall be divided among the beneficiaries in the proportion of their interests hereunder.

10. The Trustee may at any time resign by sending by registered or certified mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective 10 days after the mailing of such notice by the Trustee. In the event of such resignation, KORINE G. VLAHOS-VAN FLEET, shall be successor trustee. In the event KORINE G. VLAHOS-VAN FLEET fails or ceases to act as trustee, a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust.

11. Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

Carrollton Bank, as Trustee, shall receive for its services hereunder a reasonable fee for accepting and taking title and holding the property, so long as the property remains in trust.

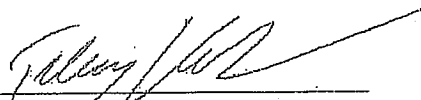
IN WITNESS WHEREOF Carrollton Bank, as Trustee, has executed this Land Trust Agreement the day and year above written.

Carrollton Bank, as Trustee under provisions
of Trust Agreement dated September 12,
2013, and as known as Trust No. 0113

BY: Mal E Hunter

ITS: ASST Trust Officer

The undersigned beneficiary for himself and for any other person or persons who may
become entitled to any interest in this trust have hereunto set his hand and seal as a party to this
agreement the day and year above written.


TIMOTHY A. VAN FLEET

This document was prepared by:

Roger L. Rutherford
Rutherford Law Office
2621 Montega Drive, Suite C
Springfield, IL 62704
(217) 546-6080

clients\vanfleet\5 Acrol\ndtrust-agr

EXHIBIT "A"

Legal Description: Travis to VanFleet

Part of the Southwest Quarter of the North west Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of said Section 25, thence North on the Section Line, 726.00 feet; thence East parallel to the South line of the Northwest Quarter of said Section, 300.00 feet; thence South parallel to the Section Line, 726.00 feet; thence West on the Quarter Section Line, 300.00 feet to the point of beginning, containing 5.00 acres, more or less.

Situated in SANGAMON COUNTY, ILLINOIS.

Subject to easements, covenants and restrictions of record.

Subject to a lien for taxes for calendar year 2012 and thereafter.

Subject to coal, mineral and mining rights heretofore conveyed or reserved of record.

Property Address: 3949 Spaulding Orchard Road, Springfield, IL 62711-9412

Property Identification Number(s): 21-25-0-100-022

ASSIGNMENT OF BENEFICIAL INTEREST OF LAND TRUST

FOR VALUE RECEIVED, I hereby sell, assign, transfer and set over unto CARROLLTON BANK, as TRUSTEE of the Land Trust Agreement dated September 12, 2013, and known as Trust No. 0113, all my rights, interest, powers, privileges and beneficial interest in and to 100% of the beneficial interest in and to land described in Exhibit "A" of that certain Land Trust Agreement dated September 12, 2013, and known as Trust No. 0113, including all interest in the said property held subject to said Trust Agreement for the benefit of. After making and acceptance of this Assignment, the Trustee shall act, as provided in the Land Trust Agreement dated September 12, 2013, and known as Trust No. 0113.

Dated: September 12, 2013

BY:

Timothy A. Van Fleet
TIMOTHY A. VAN FLEET

WITNESS:

ACCEPTANCE

I accept the foregoing Assignment subject to all of the provisions of the said Trust Agreement.

Dated: September 12, 2013

CARROLLTON BANK, as TRUSTEE of the
Land Trust Agreement dated September 12,
2013, known as Trust No. 0113

BY:

Macl E. Kinsten

ITS:

Asst Trust Officer

ACKNOWLEDGMENT

As Trustee of that certain Land Trust Agreement dated September 12, 2013 known as Trust No. 0113, I hereby acknowledge receipt of this Assignment of Beneficial Interest of Land Trust and shall duly record the transfer of beneficial interest so assigned under this document on the records of the Trust.

Dated: September 12, 2013

CARROLLTON BANK, as Trustee of the
Land Trust Agreement dated September 12,
2013, known as Trust No. 0113

BY: Mal E. Hunter

ITS: ASST TRUST OFFICER

CORPORATE AUTHORIZATION RESOLUTION

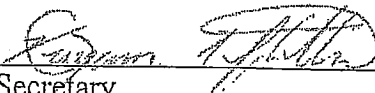
This is to certify that: At a meeting of the Board of Directors of Carrollton Bank, 315 Sixth Street, Carrollton, Illinois 62016, duly called and held April 7, 2014, the following resolution was adopted:

RESOLVED, that the bank, acting on behalf of its Carrollton Bank and Jerseyville Banking Center customers, shall be authorized to sell, assign, or transfer investments pursuant to the written instructions of said customer or customers.

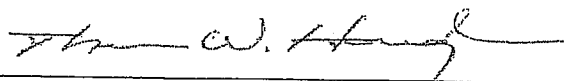
The Board of Directors hereby authorizes any one of the following officers to sign documents required to implement the bank customer's requested transaction and also authorizes the same officer to guarantee the bank customer's signature for the purpose of implementation of hereto attached written transaction request;

1. Sandra C. Evans, Assistant Vice President/Trust Officer;
 2. Kathy A. Carrico, Assistant Vice President/Trust Officer;
 3. Ruth A. Rogers, Banking Officer/Trust Operations Officer;
 4. Mary E. Kirbach, Vice President/Head Trust Officer;
 5. Thomas W. Hough, Chief Executive Officer/Assistant Head Trust Officer;
 6. William G. O'Neil, Senior Vice President / Assistant Head Trust Officer;
 7. Benjamin D. Stotler, Senior Vice President/Assistant Head Trust Officer.
 8. Mark E. Ginster, Vice President/Assistant Trust Officer.
-

IN WITNESS WHEREOF, I hereunto affix my name as Secretary of the Board of Directors of Carrollton Bank, f/k/a The Carrollton Bank and Trust Company and have caused the corporate seal of said Corporation to be hereto affixed this 19th day of NOVEMBER 20 14.

By: 
Secretary

I, Thomas W. Hough, a Director of said Corporation do hereby certify that the foregoing copy of a resolution passed as therein set forth.

By: 
Director

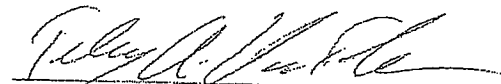
LETTER OF DIRECTION TO TRUSTEE

YOU ARE HEREBY authorized and directed to execute and deliver an Annexation Agreement to certain real estate located at 3949 Spaulding Orchard Road, Springfield, IL 62711-9412, Property Identification Number: 21-25-0-100-022 and legally described in Exhibit "A" attached hereto and made a part hereof.

Date

10/23/14

TIMOTHY A VAN FLEET



Return To:

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

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **Carrollton Bank Trust Number 0113** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this 10th day of January, 2014⁵

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

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

WHEREAS, **Carrollton Bank Trust Number 0113**, are the owner(s) of record of a tract of Land consisting of approximately 4.700 (rectangularly shaped parcel) located at 3949 Spaulding Orchard Rd, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: 21-25-100-022, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

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

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

WHEREAS, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on 1-6, 2014⁵, as required by law.

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

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

Section 1. Annexation

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. All construction work shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

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Section 3. Improvements

The owner(s) agree to comply with all their covenants and obligations for any improvements that will be required on Spaulding Orchard Road, as determined by the Sangamon County Engineer.

The Owner(s) agree that at the time public sidewalks are extended to the Land, the Owner(s) shall install public sidewalks along that portion of Spaulding Orchard Road bordering the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code.

Section 4. Water Service

The Land is located within the Curran Gardner Townships Public Water District ("Curran Gardner"). The Owner(s) acknowledge and understand that the City and Curran Gardner have entered into an Intergovernmental Agreement whereby Curran Gardner has the exclusive right to serve water to the Land. In the event that the City and Curran Gardner decide that water will be served to the Land through the City's existing twelve-inch (12") water main along Spaulding Orchard Road, then in addition to any other applicable fees required by the City or Curran Gardner, the Owners shall pay a privilege fee in the amount of \$6,150 payable to Pipe Glen Development Corporation.

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;
- C. The installation of all utilities shall be along the roadways, not in the rear of lots;
- D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner(s) shall obtain, at their cost, any and all easements necessary to serve the Land. Owner(s) shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner(s) agree that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Sanitary Sewer

The Land is located within the Springfield Metro Sanitary District. The Owner(s) agree to follow all requirements of City Codes and Standards regarding sanitary sewer collection, installation, operation and maintenance.

Section 8. Storm Water Management

The Owner(s) agree to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 9. Notices

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

To the City at:

City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West
300 S. 7th Street
Springfield, IL 62701
Facsimile: (217) 789-2109

To Owner(s):

Carrollton Bank Trust Number 0113
C/O Carrollton Bank
2135 Wabash Ave.
Springfield, IL 62704

With a copy to:

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

Section 10. Time

Time shall be of the essence in this Agreement.

Section 11. Power to Execute

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

Section 12. Recording

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

Section 13. Binding Effect

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

Section 14. Waiver

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

Section 15. Continuity of Obligations

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

Section 16. Remedies

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

Section 17. Indemnification

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

Section 18. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth.

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 19. Severability

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

Section 20. Force Majeure

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

Section 21. Code of Ordinances

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

Section 22. Governing Law

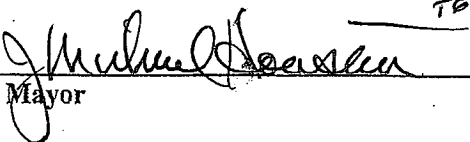
This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner(s) voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner(s). By execution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

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

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

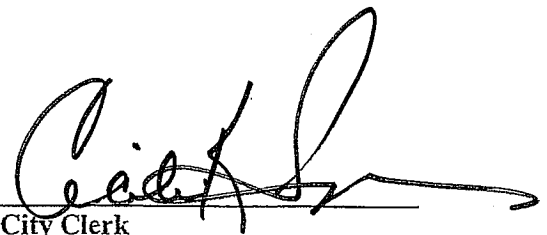
By: _____

Mayor

 ^{TO}

ATTEST: _____

City Clerk



OWNER - Carrollton Bank Trust Number 0113

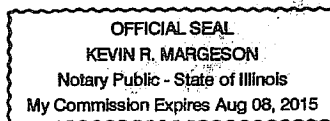
By: Mark E. Hunter
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

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

Given under my hand and Notarial Seal this 24th day of OCTOBER, 2014.

Kevin R. Margeson
Notary Public



016-01-15

017 - 01 - 15
AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 3949 SPAULDING ORCHARD ROAD

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, Carrollton Bank Trust Number 0113 ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of Lot 4 of Klemm's The Reserve First Addition, Springfield, Illinois; thence South 00 degrees 42 minutes 53 seconds East, a distance of 681.19 feet to an iron pin found at the Southwest corner of Lot 1 in said Klemm's The Reserve First Addition on the North right of way line of Spaulding Orchard Road; thence South 89 degrees 54 minutes 43 seconds West on said North right of way line, a distance of 300.08 feet to an iron pin set on the West line of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 42 minutes 34 seconds West on said West line, a distance of 683.47 feet to an iron pin found at the Southwest corner of Lot 8 in said Klemm's The Reserve First Addition; thence South 89 degrees 39 minutes 09 seconds East, a distance of 300.06 feet to the point of beginning. Containing (204,723.861 square feet) 4.700 acres, more or less; and

Commonly known as 3949 Spaulding Orchard Road; and as further described on the plat of annexation attached hereto as Exhibit "A"; and

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

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

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

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

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

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

Section 4: That this ordinance shall become effective immediately April 8, 2015, and upon its proper recording

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Sweeney / 12/10/14
Office of Corporation Counsel Date

017 - 01 - 15

017 - 01 - 15
AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 3949 SPAULDING ORCHARD ROAD

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Commonly known as 3949 Spaulding Orchard Road; and as further described on the plat of annexation attached hereto as Exhibit "A"; and

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

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

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Section 4: That this ordinance shall become effective immediately April 8, 2015, and upon its proper recording

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

ATTEST: [Signature]
City Clerk Cecilia K. Tumulty

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

[Signature]
Mayor J. Michael Houston

Approved as to legal sufficiency:

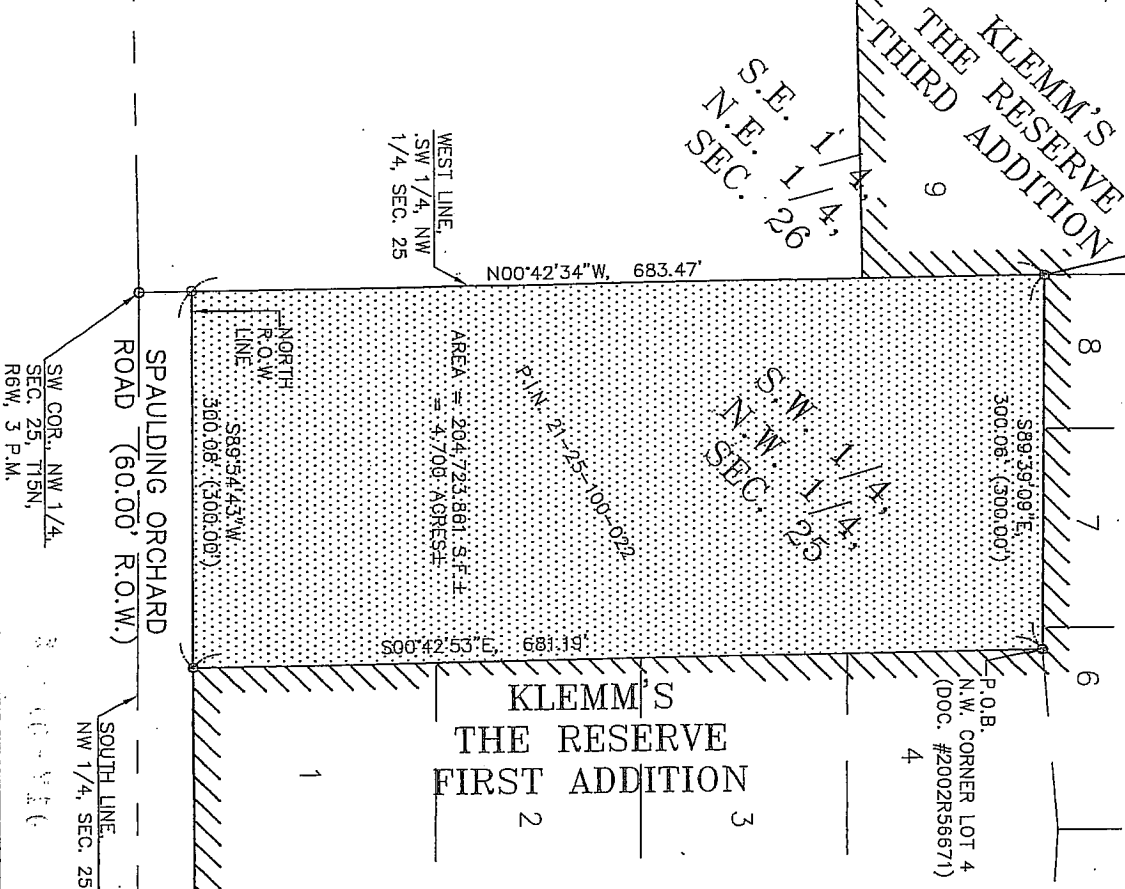
Todd [Signature] / 12/10/14
Office of Corporation Counsel / Date

017 - 01 - 15

OWNER: TIM VAN FLEET
3949 SPAULDING ORCHARD ROAD
SPRINGFIELD, ILLINOIS 62707

CURRAN TOWNSHIP

PLAT OF ANNEXATION



LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of Lot 4 of Klemm's The Reserve First Addition, Springfield, Illinois; thence South 00 degrees 42 minutes 53 seconds East, a distance of 681.19 feet to an iron pin found at the Southwest corner of Lot 1 in said Klemm's The Reserve First Addition on the North right of way line of Spaulding Orchard Road; thence South 89 degrees 54 minutes 43 seconds West on said North right of way line, a distance of 300.08 feet to an iron pin set on the West line of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 42 minutes 34 seconds West on said West line, a distance of 683.47 feet to an iron pin found at the Southwest corner of Lot 8 in said Klemm's The Reserve First Addition; thence South 89 degrees 39 minutes 09 seconds East, a distance of 300.08 feet to the point of beginning. Containing (204,723.861 square feet) 4.700 acres, more or less.

LEGEND

- - SET 5/8" IRON PIN
- - FOUND IRON PIN
- - EXISTING LIMITS OF THE CITY OF SPRINGFIELD
- - AREA TO ANNEXED TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED JULY, 2014.

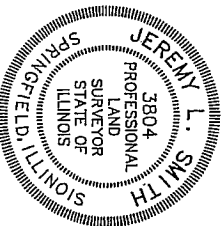
BASIS OF BEARING IS N00°42'34"W ON THE WEST LINE, SW, 1/4, NW 1/4, SEC. 25, T15N, R6W, 3rd P.M. (ASSUMED)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0405F, (EFFECTIVE DATE: AUGUST 02, 2007).

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

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

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



MEC
MARTIN ENGINEERING COMPANY
of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004535
3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711
Phone: (217) 698-8300, Fax: (217) 698-8922, E-Mail: mecon@martinengineeringco.com

100' 50' 0 100'
SCALE: 1" = 100'
DATE: JULY 21, 2014
AREA = 204,723.861 S.F. ±
= 4.700 ACRES ±



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
DATE SIGNED: JULY 21, 2014
LICENSE EXP. DATE: NOV. 30, 2014
017-01-15

018 - 01 - 15

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW15-10-59 WITH KEY EQUIPMENT AND SUPPLY CO. FOR THE PURCHASE OF TWO 2015 ELGIN PELICAN P DUAL STREET SWEEPERS IN AN AMOUNT NOT TO EXCEED \$376,140.00 FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, Key Equipment and Supply Co. has submitted the lowest responsible bid meeting specifications to furnish two 2015 Elgin Pelican P Dual street sweepers for the Office of Public Works in an amount not to exceed \$376,140.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW15-10-59; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Key Equipment and Supply Co.

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

Section 1: That the City Council hereby accepts the bid of Key Equipment and Supply Co. for purchase of two 2015 Elgin Pelican P Dual street sweepers for the Office of Public Works in an amount not to exceed \$376,140.00. The Mayor and City Clerk are authorized to execute contract PW15-10-59 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Key Equipment and Supply Co. (OKEY 4900) in an amount not to exceed \$376,140.00 upon satisfactory performance of Contract Number PW15-10-59 from the following accounts:

EXPENDITURE ACCOUNTS	AMOUNTS
094-107-GENC-FLTM-1502	\$188,070.00
015-110-SEWR-OSUR-1504	\$188,070.00

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

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

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

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

J. Michael Houston TC
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenberg 12/10/14
Office of Corporation Counsel / Date



CONTRACT #: PW15-10-59

ITEM: PUBLIC WORKS STREET SWEEPER

BID OPENING DATE: October 30, 2014

ITEM	KEY EQUIPMENT AND SUPPLY CO.
BASE BID: ONE SWEEPER	
2015 ELGIN PELICAN P DUAL	\$188,070.00
ALTERNATE BID: TWO SWEEPERS	
2015 ELGIN PELICAN P DUAL	\$376,140.00

The Office of Public Works recommends award to Key Equipment and Supply Co. for the Alternate Bid, Two 2015 Elgin Pelican P Dual Sweepers, for 376,140.00.

APPROVED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

NOV 12 2014

BY


CHAIRMAN

018 - 01 - 15

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: 11/25/14

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

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

TYPE OF ORDINANCE: Low Bid

FISCAL IMPACT: \$376,140.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING THE EXECUTION OF CONTRACT PW15-10-59 FOR TWO 2015 ELGIN PELICAN P DUAL STREET SWEEPERS WITH KEY EQUIPMENT AND SUPPLY CO. IN AN AMOUNT NOT TO EXCEED \$376,140.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: KEY EQUIPMENT AND SUPPLY CO.

VENDOR NO: OKEY4900

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	094	107	GENC	FLTM 1502	\$188,070.00
2	015	110	SEWR	0SUR 1502	\$188,070.00
3				1504 MG	
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will accept the low bid and authorize the purchase of a two 2015 Elgin Street Sweepers. The funding will be divided between the Sewer Department and Fund 094 which will be accommodating this purchase from the loan proceeds from United Community Bank.

018 - 01 - 15

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT WITH THE STATE OF ILLINOIS FOR TRAFFIC SIGNAL UPGRADES ON WABASH AVENUE AT WEST WHITE OAKS DRIVE AND ROBBINS ROAD, MFT SECTION #15-STATE-01-TL, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the Illinois Department of Transportation is in the preliminary engineering phase for the improvement of Wabash Avenue; and

WHEREAS, the improvements consist of, but are not limited to, replacing traffic signals at the intersections of Wabash Avenue and West White Oaks Drive and Robbins Road; and

WHEREAS, it is estimated that the City's portion of the project will be approximately \$36,500.00; and

WHEREAS, a joint agreement will be required between the City and the State prior to proceeding with the improvements; and

WHEREAS, the State requires the City to sign a letter of intent to document the City's position on this proposal; and

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

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

Section 1: That the City Council hereby authorizes execution of a Letter of Intent from the State of Illinois Department of Transportation for traffic signal upgrades on Wabash Avenue at West White Oaks Drive and Robbins Road, MFT Section 15-STATE-01-TL. The Mayor is hereby authorized to execute the Letter of Intent on behalf of the City of Springfield.

Section 2: That this resolution shall become effectively upon its passage and recording by the City Clerk.

PASSED: Jan. 6, 2015

RECORDED: Jan. 7, 2015

ATTEST: Cecilia K. Tumulty, City Clerk

Requested by: Mayor J. Michael Houston

SIGNED: Jan. 7, 2015

Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenberg 12/11/14
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 14-78
DATE OF 1ST READING: 12/2/14

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260

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

TYPE OF ORDINANCE: Letter of Intent - IDOT

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF INTENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS FOR TRAFFIC SIGNAL UPGRADES ON WABASH AVENUE AT WEST WHITE OAKS DRIVE AND ROBBINS ROAD (MFT SECTION # 15-STATE-01-TL) FOR THE OFFICE OF PUBLIC WORKS

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

Letter of Intent

CONTRACTOR / VENDOR NAME IDOT

VENDOR NO: OSTAT 4950

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☒ Other: Letter of Intent

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

The Letter of Intent informs the City that the State is planning to replace traffic signals and medians at the intersections of Wabash Avenue and West White Oaks Drive and Robbins Road. The City of Springfield has cost sharing responsibilities for traffic signals and sidewalks. The City will receive an agreement for execution prior to the project being bid by IDOT. It is estimated that the City's cost will be \$36,500 for the share of improvements.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)



Illinois Department of Transportation

Division of Highways / Region 4 / District 6
126 East Ash Street / Springfield, Illinois / 62704-4792
Telephone 217/782-7301

November 12, 2014

LETTER OF INTENT

Honorable Michael Houston
Mayor of Springfield
300 Municipal Center East
Springfield, Illinois 62701

RE: FAP 664 (Wabash Avenue)
Traffic Signal Upgrades
Wabash Ave. @ W. White Oaks Drive and Robbins Road
Sangamon County
Contract No. 72H33

Dear Mayor Houston:

The Illinois Department of Transportation is in the preliminary engineering phase for the improvement of Wabash Avenue. The proposed improvements consist of, but are not limited to, replacing traffic signals at the intersections of Wabash Avenue and West White Oaks Drive and Robbins Road and incorporating permissive left turn arrows into the phasing. Median islands will be removed and replaced, and pedestrian accommodations will be added to the islands. Acquisition of additional right-of-way (ROW) and easements are required.

The project is currently scheduled for a March 6, 2015 letting.

This letter will serve to show the intent of the Illinois Department of Transportation and the City of Springfield to enter into an agreement to share the cost associated with the project described herein.

Federal Safety money will cover 90% of the project cost, with the remaining 10% split evenly between the City and the State.

The estimated costs for items requiring City participation, in accordance with the current master agreement, are as follows:

- Wabash Avenue and Robbins Lane

Federal Share	(90%)	\$ 315,000
State Share (2 legs)	(5%)	\$ 17,500
City Share (2 legs)	(5%)	\$ 17,500
Total	(100%)	\$ 350,000

- Wabash Avenue and West White Oaks Drive

Federal Share	(90%)	\$ 342,000
State Share (2 legs)	(5%)	\$ 19,000
City Share (2 leg)	(5%)	\$ 19,000
Total	(100%)	\$ 380,000

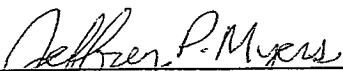
If the City desires to participate in the improvement, the Department will prepare a joint City / State Agreement. This agreement will address cost participation, maintenance, and other issues. The State will prepare the plans, let the contract, and provide construction engineering.

Please sign the enclosed **Letter of Intent**, returning one copy with your original signature in the enclosed, self-addressed, stamped envelope and retaining the other copy for your files.

If you have any questions, please contact Vince Madonia at 217 / 785-9046.

Sincerely,

Roger L. Driskell
Deputy Director of Highways
Region Four Engineer

By: 
Jeffrey P. Myers, P.E. *SAH*
Acting Program Development Engineer

LETTER OF INTENT

Honorable Michael Houston
Mayor of Springfield
800 East Monroe Street
Springfield, Illinois 62701

In order to document the City's position on this proposal, we ask that the City Council, by Resolution, authorize you to check the appropriate space below on each copy, signing, and returning one copy to the Department and retaining the other for your files.

☒ The City of Springfield **agrees** to participate in the Wabash Avenue traffic signal improvements at West White Oaks and Robbins Road, (estimated cost to Springfield = \$36,500).

☐ The City of Springfield requests **not** to participate in the above improvement on Dirksen.

ACCEPTED ON BEHALF OF THE CITY OF SPRINGFIELD

Accepted: Michael Houston^{FC} Date: 01/07/2015
Mayor of Springfield

RES. 02015

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS THAT THE CITY MAY SPEND \$399,015.00 OF ITS ALLOTMENT OF MOTOR FUEL TAX FUNDS FOR PRELIMINARY ENGINEERING SERVICES FOR THE EXTENSION OF STANFORD AVENUE FROM 11TH STREET TO FOX BRIDGE ROAD

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

WHEREAS, the City desires preliminary engineering services for the extension of Stanford Avenue from 11th Street to Fox Bridge; and

WHEREAS, the City is required to notify the State of Illinois when using Motor Fuel Tax funds; and

WHEREAS, the City may use \$399,015.00 of its allotment of Motor Fuel Tax Funds for these services.

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

Section 1: That improvement will be made on Stanford Avenue from 11th Street to Fox Bridge Road under the Illinois Highway Code.

Section 2: That the City may use \$399,015.00 for the improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 3: That said work shall be done by contract.

Section 4: 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 5: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: Jan 6, 2015

RECORDED: Jan 7, 2015

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

SIGNED: Jan 7, 2015

Michael Houston
Mayor J. Michael Houston

Approved as to legal sufficiency:

Todd Greenberg / 12/11/14
Office of Corporation Counsel/Date

Requested by: Mayor J. Michael Houston

ORDINANCE FACT SHEET

REQUEST FORM NO: 14-80
DATE OF 1ST READING: 12/16/14

OFFICE REQUESTING: Public Works

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

TYPE OF ORDINANCE: MFT funding

FISCAL IMPACT: NA

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

SUGGESTED TITLE:

A RESOLUTION FOR THE MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 15-00467-02-PV (STANFORD AVENUE FROM ELEVENTH STREET TO FOX BRIDGE ROAD) 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 fundingIs 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 resolution outlines to IDOT that we may spend \$399,015.00 from MFT funds to pay for the preliminary engineering services for the project.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)