

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE24-08-52 – RATAS
FOR CONTINUOUS EMISSIONS MONITORING SYSTEMS (CEMS) WITH GRACE
CONSULTING, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$229,700.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE24-08-52 – RATAs for Continuous Emissions Monitoring Systems (CEMS), for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE24-08-52 was placed, and

WHEREAS, Grace Consulting, Inc. ("Grace") submitted the lowest bid, meeting specifications, for \$219,700.00, and

WHEREAS, the Office of Public Utilities is requesting a field modification allowance in an amount not to exceed \$10,000.00 to cover possible charges for unanticipated delays that may be caused by weather or performance problems, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE24-08-52.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Grace for Contract UE24-08-52 – RATAs for Continuous Emissions Monitoring Systems (CEMS) in an amount not to exceed Two Hundred Nineteen Thousand Seven Hundred Dollars and No Cents (\$219,700.00) and a field modification allowance of Ten Thousand Dollars and No Cents (\$10,000.00), for a total amount not to exceed Two Hundred Twenty-Nine Thousand Seven Hundred Dollars and No Cents (\$229,700.00) for the Office of Public Utilities.

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

Section 3. The payment to Grace for the total maximum amount of Two Hundred Twenty-Nine Thousand Seven Hundred Dollars and No Cents (\$229,700.00) from Account No. 102-400-FD-7715-1218 is hereby authorized, approved, and directed.

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

PASSED: _____, 2023

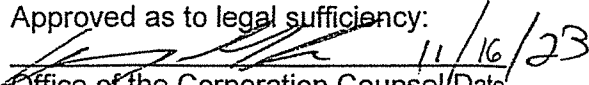
SIGNED: _____, 2023

RECORDED: _____, 2023

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/16/23
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2023 - 542

CONTRACT NAME: RATAs for Continuous Emissions Monitoring Systems (CEMS)

CONTRACT NO: UE24-08-52

DEPARTMENT: Environmental Health & Safety

DATE: October 24, 2023



	Montrose Air Quality Services Elk Grove Village, IL	Mostardi Platt Elmhurst, IL	Grace Consulting, Inc. Plainfield, IN	Alliance Technical Group, LLC Decatur, AL
Total Evaluated Bid	\$ 293,731.00	<i>Did Not Meet Specifications</i>	\$ 219,700.00	\$ 358,700.00
Evaluated Total	\$ 293,731.00	<i>Did Not Meet Spec*</i>	\$ 219,700.00	\$ 358,700.00

*Mostardi Platt did not meet Specifications, failing to include definitive costs for the man-lift necessary for testing at Interstate Combustion Turbine.

**Following notification last week that its bid did not meet specifications, Grace Consulting, Inc. notified the City of Springfield that its line item cost for Interstate testing did include the cost of the man-lift unit and was a firm, set cost. As a result, its bid has been reinstated for consideration.

***Recommend Award of Bid to Grace Consulting, Inc., low evaluated bid meeting Specifications.



CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **August 29, 2023**
Fax: 217-789-2207

Contract Index No: **UE24-08-52**

Contract Name: **RATAs for Continuous Emissions Monitoring Systems (CEMS)**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, October 5, 2023

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Grace Consulting, Inc.

Contact Name: Darryl Christy

Vendor Address: 684 Tower Road, Plainfield, IN 46168

Vendor E-Mail: darrylchristy@gcitest.com

Phone: 317.838.7101 Fax: _____

PRICE PAGE
RELATIVE ACCURACY TEST AUDITS (RATAs) FOR
CONTINUOUS EMISSIONS MONITORING SYSTEMS (CEMS)

The undersigned Bidder proposes to perform all work which includes the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and to furnish all bonds, insurance, supervision, labor, materials, equipment, services, and technical direction indicated or specified to satisfactorily perform the above referenced Contract for the consideration stated hereinafter as follows:

COST

A complete 12-Run SO₂, NO_x, CO₂ & Flow
Relative Accuracy Test Audit in 2024 for certification
under 40 CFR 75 and 40 CFR 60 (inlet CEM) at Unit 4,
and all associated equipment, supplies, instrumentation,
manpower requirements, travel, per diem, etc., as outlined
in "Project Objectives" and "Proposal Elements" (Item 1).

\$ 7,920

A complete 12-Run SO₂, NO_x, CO₂ & Flow
Relative Accuracy Test Audit in 2025 for certification
under 40 CFR 75 and 40 CFR 60 (inlet CEM) at Unit 4,
and all associated equipment, supplies, instrumentation,
manpower requirements, travel, per diem, etc., as outlined
in "Project Objectives" and "Proposal Elements" (Item 13).

\$ 7,130

A complete 12-Run Mercury Relative Accuracy Test Audit
in 2024 for monitor certification under the MATS Rule and the
IL Mercury Rule for Dallman Unit 4 and all associated
equipment, supplies, instrumentation, manpower requirements,
travel, per diem, etc., as outlined in "Project Objectives" and
"Proposal Elements" (Item 2).

\$ 11,100

A complete 12-Run Mercury Relative Accuracy Test Audit
in 2025 for monitor certification under the MATS Rule and the
IL Mercury Rule for Dallman Unit 4 and all associated
equipment, supplies, instrumentation, manpower requirements,
travel, per diem, etc., as outlined in "Project Objectives" and
"Proposal Elements" (Item 14).

\$ 11,430

PROPOSAL OF BIDDER (cont.)

Response Correlation Audit (20 runs) for the PM CEMs Betaguard PM Monitor at Unit 4 (Methods 5B and 5 using a front half temperature of $320^{\circ} \pm 25^{\circ} \text{F}$) in 2024 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 3).

\$ 19,920

Relative Response Audit (3 runs) for the PM CEMs Betaguard PM Monitor at Unit 4 (Methods 5B and 5 using a front half temperature of $320^{\circ} \pm 25^{\circ} \text{F}$) in 2025 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 15)

\$ 6,930

Particulate Matter (Method 5, 5B, and 202), Carbon Monoxide (Method 10), Sulfuric Acid Mist (Method 8B or similar such the ConSol Controlled Condensation Method (SO₃) Determination) for Unit 4 in 2024 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 4)

\$ 10,160

Particulate Matter (Methods MATS-5 and 5B) testing for Unit 4 in 2025 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 16).

\$ 5,730

Two (2) Mercury (Method 30B) Tests in 2024 at Dallman Unit 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Items 5-6)

\$ 12,710

Two (2) Mercury (Method 30B) Tests in 2025 at Dallman Unit 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Items 17-18)

\$ 12,710

PROPOSAL OF BIDDER (cont.)

MATS Rule Mercury Low Emitting EGU (LEE) 30-day Performance Test (Method 30B) in 2024 at Dallman 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 7)

\$ 23,990 _____

MATS Rule Mercury Low Emitting EGU (LEE) 30-day Performance Test (Method 30B) in 2025 at Dallman 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Item 19)

\$ 24,710 _____

Four (4) quarterly Particulate Matter Test (3-hr run durations) in 2024 at Dallman Unit 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Items 8-11)

\$ 25,255 _____

Four (4) quarterly Particulate Matter Test (3-hr run durations) in 2025 at Dallman Unit 4 and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" (Items 20-23)

\$ 25,255 _____

Two (2) Particulate Matter / Volatile Organics / Carbon Monoxide tests at two fuels (natural gas and fuel oil) at Interstate Turbine and all associated equipment, supplies, instrumentation, manpower requirements, travel, per diem, etc., as outlined in "Project Objectives" and "Proposal Elements" *including scaffolding or man-lift* (Item 12)

\$ 14,750 _____

GRAND TOTAL FOR 2024 & 2025 TESTING

\$ 219,700 _____

In addition, please provide a per diem fee schedule for living expense, equipment usage, and labor costs which define the regular and delay or overtime rates in effect should testing be prolonged due to circumstances beyond the control of your firm. Also, please provide any cancellation charges. PLEASE SEE GCI 2024 STANDARD RATE SHEET ATTACHED

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GRACE CONSULTING INC., an Ohio corporation, Charter No. 1150243, having its principal location in Wellington, County of Lorain, was incorporated on April 24, 2000 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 4th day of October, A.D. 2023.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202327703426

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 11-21-23

ORDINANCE REQUEST NUMBER:

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$229,700.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE24-08-52

ACCOUNTING INFORMATION: Account No. 102-400-FD-7715-1218

PRIOR ORDINANCE INFORMATION: Ord. #490-12-2020: Low bid, Montrose Air Quality Services, LLC, 2 yrs., \$217,900.00

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Grace Consulting, Inc.

CONTRACT AMOUNT: \$ 219,700.00

(Original Amount if Change Order)

CONTRACT TERM: 2 years TYPE OF AWARD: Bid Contract: Low Bid meeting Specs.

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

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

This is a standard ordinance for RATA test audits for CEMS.

This Ordinance accepts Contract UE24-08-52 in an amount not to exceed \$219,700.00, with Grace Consulting, Inc. ("Grace"), to perform to perform air emissions stack testing at the Dallman Power Station and Interstate Combustion Turbine. This contract includes Relative Accuracy Test Audits ("RATAs") for the Continuous Emissions Monitoring Systems ("CEMS") as well as Particulate Matter, Carbon Monoxide, Sulfuric Acid Mist, and Mercury testing. The ordinance also includes a project manager's field modification allowance of \$10,000.00 to cover possible charges for unanticipated delays that may be caused by weather or performance problems. The ordinance total is \$229,700.00.

There were four bidders on this contract: none were local vendors. Grace was the lowest bid that met specifications.

SIGN OFF: 

Mayor's Office

 OBM
(When Applicable)

Rev: 6-21-96

The information supplied on this form is not confidential information.

2023-542

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE24-09-57 – RENTAL OF HEAVY EQUIPMENT WITH ALTORFER, INC., C AND C PUMPS AND SUPPLY, INC., HERC RENTALS INC., ROLAND MACHINERY COMPANY, AND SUNBELT RENTALS, INC. FOR A TOTAL MAXIMUM AMOUNT NOT TO EXCEED \$425,000.00 FOR THE OFFICE OF PUBLIC UTILITIES AND THE OFFICE OF PUBLIC WORKS

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE24-09-57 – Rental of Heavy Equipment for the Office of Public Utilities and Office of Public Works, and

WHEREAS, as described in said specifications, the advertisement for bids for Contract UE24-09-57 was placed, and

WHEREAS, Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., submitted responsive bids, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE24-09-57.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bids from Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., for Contract UE24-09-57 – Rental of Heavy Equipment in an amount not to exceed Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) for the Office of Public Utilities and Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for the Office of Public Works.

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

Section 3. The payment to Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc., for the total maximum amount of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) from Account Nos. 102-100-CABF-7721-1210, 102-100-CBB-7778-1210, 102-100-CAA-7711-1205, 102-100-CAA-7717-1205 (\$350,000.00), and 001-110-WORK-GARA-1210 (\$75,000.00) is hereby authorized, approved, and directed.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/16/23
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2023-24

CONTRACT NAME: Rental of Heavy Equipment
CONTRACT NO: UE24-09-57
DEPARTMENT: Power Generation/T&D/Public Works
DATE: October 26, 2023



Vendors Submitting Bids (All Awarded Contracts at Unit Pricing)	Altorfer Springfield, IL	C&C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Machinery Springfield, IL	Sunbelt Rentals Fort Mills, SC
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ELECTRIC PRODUCTION
11/13/2023

2023-543

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ELECTRIC PRODUCTION
11/13/2023

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11/13/2023

ELECTRIC PRODUCTION
11/13/2023

[illegible]

HEAVY EQUIPMENT RENTAL

[illegible]

CONTRACT NUMBER
UE24-09-57

[illegible]

	Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC		
V. DRY PRIMING TRASH DUMPS							
<u>Equipment Type/Model</u>							
6" Diesel Portable Trash Pump							
RENT							
Daily	\$ 375.00	NO BID	\$ 910.00	NO BID	\$ 925.00		
Weekly	\$ 1,075.00	\$ 1,233.00	\$ 1,390.00	NO BID	\$ 1,325.00		
Monthly	\$ 3,075.00	\$ 3,100.00	\$ 2,510.00	NO BID	\$ 2,525.00		
Three Months	NO BID	\$ 8,400.00	\$ 7,530.00	NO BID	\$ 6,375.00		
Six Months	NO BID	\$ 16,800.00	\$ 15,060.00	NO BID	\$ 12,150.00		
V. DRY PRIMING TRASH DUMPS							
<u>Equipment Type/Model</u>							
12" Diesel Portable Trash Pump							
RENT							
Daily	NO BID	NO BID	\$ 1,120.00	NO BID	NO BID		
Weekly	NO BID	NO BID	\$ 2,101.00	NO BID	NO BID		
Monthly	NO BID	NO BID	\$ 4,440.00	NO BID	NO BID		
Three Months	NO BID	NO BID	\$ 13,320.00	NO BID	NO BID		
Six Months	NO BID	NO BID	\$ 26,640.00	NO BID	NO BID		
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE							
<u>Equipment Type/Model</u>							
4"Submersible High Head Electric Pump							
RENT							
Daily	NO BID	NO BID	\$ 760.00	NO BID	NO BID		
Weekly	NO BID	NO BID	\$ 945.00	NO BID	NO BID		
Monthly	NO BID	\$ 1,935.00	\$ 1,410.00	NO BID	NO BID		
Three Months	NO BID	\$ 5,805.00	\$ 4,230.00	NO BID	NO BID		
Six Months	NO BID	\$ 11,610.00	\$ 8,460.00	NO BID	NO BID		

ELECTRIC PRODUCTION
11/13/2023

ELECTRIC PRODUCTION
11/13/2023

		Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC		
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE								
<u>Equipment Type/Model</u>								
6"Submersible High Head Electric Pump								
	RENT							
	Daily	NO BID	NO BID	\$ 850.00	NO BID	NO BID	NO BID	
	Weekly	NO BID	\$ 215.00	\$ 1,180.00	NO BID	NO BID	NO BID	
	Monthly	NO BID	\$ 1,935.00	\$ 1,980.00	NO BID	NO BID	NO BID	
	Three Months	NO BID	\$ 5,805.00	\$ 5,940.00	NO BID	NO BID	NO BID	
	Six Months	NO BID	\$ 11,610.00	\$ 11,880.00	NO BID	NO BID	NO BID	
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE								
<u>Equipment Type/Model</u>								
8"Submersible High Head Electric								
	RENT							
	Daily	NO BID	NO BID	\$ 1,097.00	NO BID	NO BID	NO BID	
	Weekly	NO BID	\$ 1,500.00	\$ 1,660.00	NO BID	NO BID	NO BID	
	Monthly	NO BID	\$ 4,500.00	\$ 3,140.00	NO BID	NO BID	NO BID	
	Three Months	NO BID	\$ 13,500.00	\$ 9,420.00	NO BID	NO BID	NO BID	
	Six Months	NO BID	\$ 27,000.00	\$ 18,840.00	NO BID	NO BID	NO BID	
VI. ELETRIC SUBMERSIBLE PUMPS ALL 220/480/ VOLT 3 PHASE								
<u>Equipment Type/Model</u>								
10"Submersible High Head Electric Pump								
	RENT							
	Daily	NO BID	NO BID	\$ 1,149.00	NO BID	NO BID	NO BID	
	Weekly	NO BID	NO BID	\$ 2,070.00	NO BID	NO BID	NO BID	
	Monthly	NO BID	NO BID	\$ 4,524.00	NO BID	NO BID	NO BID	
	Three Months	NO BID	NO BID	\$ 13,572.00	NO BID	NO BID	NO BID	
	Six Months	NO BID	NO BID	\$ 27,144.00	NO BID	NO BID	NO BID	

ELECTRIC PRODUCTION
11/13/2023

2023-543

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ELECTRIC PRODUCTION
11/13/2023

2023-543

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CONTRACT NUMBER
UE24-09-57

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/13/2023

	Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC	
VIII. Work Platforms						
Equipment Type/Model						
JLG 1930ES Electric Scissor Lift or Equiv.						
RENT						
Daily	\$ 95.00	NO BID	\$ 749.00	NO BID	\$ 470.00	
Weekly	\$ 175.00	NO BID	\$ 866.00	NO BID	\$ 625.00	
Monthly	\$ 395.00	NO BID	\$ 1,045.00	NO BID	\$ 750.00	
Three Months	\$ 1,185.00	NO BID	\$ 3,135.00	NO BID	\$ 1,550.00	
Six Months	\$ 2,370.00	NO BID	\$ 6,270.00	NO BID	\$ 2,750.00	
Skyjack III 4626 Electric Scissor Lift or Equiv.						
RENT						
Daily	\$ 125.00	NO BID	\$ 790.00	NO BID	\$ 520.00	
Weekly	\$ 275.00	NO BID	\$ 954.00	NO BID	\$ 700.00	
Monthly	\$ 595.00	NO BID	\$ 1,265.00	NO BID	\$ 1,050.00	
Three Months	\$ 1,785.00	NO BID	\$ 3,795.00	NO BID	\$ 2,600.00	
Six Months	\$ 3,570.00	NO BID	\$ 7,590.00	NO BID	\$ 4,550.00	
JLG E400AJP Electric boom Lift or Equiv.						
RENT						
Daily	\$ 260.00	NO BID	\$ 980.00	NO BID	\$ 736.00	
Weekly	\$ 575.00	NO BID	\$ 1,390.00	NO BID	\$ 1,145.00	
Monthly	\$ 1,450.00	NO BID	\$ 2,516.00	NO BID	\$ 2,175.00	
Three Months	\$ 4,350.00	NO BID	\$ 7,548.00	NO BID	\$ 5,825.00	
Six Months	\$ 8,700.00	NO BID	\$ 15,096.00	NO BID	\$ 11,300.00	
JLG E600AJP Electric boom Lift or Equiv.						
RENT						
Daily	NO BID	NO BID	NO BID	NO BID	\$ 850.00	
Weekly	NO BID	NO BID	NO BID	NO BID	\$ 1,550.00	
Monthly	NO BID	NO BID	NO BID	NO BID	\$ 3,560.00	
Three Months	NO BID	NO BID	NO BID	NO BID	\$ 9,980.00	
Six Months	NO BID	NO BID	NO BID	NO BID	\$ 19,610.00	

HEAVY EQUIPMENT RENTAL

[illegible]

HEAVY EQUIPMENT RENTAL

2023-1543

	Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC		
<u>IX. Air Compressors</u>							
<u>Equipment Type/Model</u>							
<u>Diesel, 1,600 CFM, 150 psi or Equiv.</u>							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID	\$ 1,720.00		
Weekly	NO BID	NO BID	NO BID	NO BID	\$ 3,830.00		
Monthly	NO BID	NO BID	NO BID	NO BID	\$ 8,670.00		
Three Months	NO BID	NO BID	NO BID	NO BID	\$ 24,810.00		
Six Months	NO BID	NO BID	NO BID	NO BID	\$ 49,020.00		
<u>Equipment Type/Model</u>							
<u>Diesel, Instrument Quality, 160-190 CFM, 120 psi or Equiv.</u>							
RENT							
Daily	\$ 150.00	NO BID	\$ 770.00	\$ 225.00	NO BID		
Weekly	\$ 400.00	NO BID	\$ 932.00	\$ 225.00	NO BID		
Monthly	\$ 600.00	NO BID	\$ 1,344.00	\$ 825.00	NO BID		
Three Months	\$ 1,800.00	NO BID	\$ 4,032.00	\$ 2,475.00	NO BID		
Six Months	\$ 3,600.00	NO BID	\$ 8,064.00	\$ 4,950.00	NO BID		
<u>Equipment Type/Model</u>							
<u>Electric, 440 CFM, 140 psi or Equiv.</u>							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID	\$ 1,050.00		
Weekly	NO BID	NO BID	NO BID	NO BID	\$ 2,190.00		
Monthly	NO BID	NO BID	NO BID	NO BID	\$ 4,580.00		
Three Months	NO BID	NO BID	NO BID	NO BID	\$ 12,540.00		
Six Months	NO BID	NO BID	NO BID	NO BID	\$ 24,480.00		

ELECTRIC PRODUCTION
11/13/2023

ELECTRIC PRODUCTION
11/13/2023

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CONTRACT NUMBER
UE24-09-57

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/13/2023

2023-543

	Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC	
II. Skid Steer-Track Loader						
Equipment Type/Model						
Bobcat T590 or Equivalent						
RENT						
Daily	\$ 425.00	NO BID	\$ 1,004.00	NO BID	\$ 762.00	
Weekly	\$ 1,325.00	NO BID	\$ 1,570.00	NO BID	\$ 1,500.00	
Monthly	\$ 3,065.00	NO BID	\$ 3,053.00	NO BID	\$ 2,716.00	
Three Months	\$ 9,195.00	NO BID	\$ 9,159.00	NO BID	\$ 7,500.00	
Six Months	\$ 18,390.00	NO BID	\$ 18,318.00	NO BID	\$ 14,678.00	
III. Trencher with Backhoe						
Equipment Type/Model						
Vermeer RT650 or Equivalent						
RENT						
Daily	\$ 425.00	NO BID	NO BID	NO BID	NO BID	
Weekly	\$ 1,185.00	NO BID	NO BID	NO BID	NO BID	
Monthly	\$ 2,500.00	NO BID	NO BID	NO BID	NO BID	
Three Months	\$ 7,500.00	NO BID	NO BID	NO BID	NO BID	
Six Months	\$ 15,000.00	NO BID	NO BID	NO BID	NO BID	
IV. Boring Machine with Trailer Mixer and Locator						
Equipment Type/Model						
Vermeer D20x22 or Equivalent						
RENT						
Daily	NO BID	NO BID	NO BID	NO BID	NO BID	
Weekly	NO BID	NO BID	NO BID	NO BID	NO BID	
Monthly	NO BID	NO BID	NO BID	NO BID	NO BID	
Three Months	NO BID	NO BID	NO BID	NO BID	NO BID	
Six Months	NO BID	NO BID	NO BID	NO BID	NO BID	

[illegible]

CONTRACT NUMBER
UE24-09-57

HEAVY EQUIPMENT RENTAL

ELECTRIC PRODUCTION
11/13/2023

	Altorfer Springfield, IL	C & C Pumps Marion, IL	Herc Rentals Springfield, IL	Roland Mach. Springfield, IL	Sunbelt Rent. Fort Mills, SC		
V. Trucks							
Equipment Type/Model							
Bucket Truck, 35'-45' Reach							
RENT							
Daily	NO BID	NO BID	\$ 1,248.00	NO BID	NO BID		
Weekly	NO BID	NO BID	\$ 2,430.00	NO BID	NO BID		
Monthly	NO BID	NO BID	\$ 5,780.00	NO BID	NO BID		
Three Months	NO BID	NO BID	\$ 17,340.00	NO BID	NO BID		
Six Months	NO BID	NO BID	\$ 34,680.00	NO BID	NO BID		
Bucket Truck, 55'-65' Reach							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID	NO BID		
Weekly	NO BID	NO BID	NO BID	NO BID	NO BID		
Monthly	NO BID	NO BID	NO BID	NO BID	NO BID		
Three Months	NO BID	NO BID	NO BID	NO BID	NO BID		
Six Months	NO BID	NO BID	NO BID	NO BID	NO BID		
Bucket Truck, 75'-95' Reach							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID	NO BID		
Weekly	NO BID	NO BID	NO BID	NO BID	NO BID		
Monthly	NO BID	NO BID	NO BID	NO BID	NO BID		
Three Months	NO BID	NO BID	NO BID	NO BID	NO BID		
Six Months	NO BID	NO BID	NO BID	NO BID	NO BID		
Bucket Truck, 100'-125' Reach							
RENT							
Daily	NO BID	NO BID	NO BID	NO BID	NO BID		
Weekly	NO BID	NO BID	NO BID	NO BID	NO BID		
Monthly	NO BID	NO BID	NO BID	NO BID	NO BID		
Three Months	NO BID	NO BID	NO BID	NO BID	NO BID		
Six Months	NO BID	NO BID	NO BID	NO BID	NO BID		



CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **October 3, 2023**
Fax: 217-789-2207

Contract Index No: **UE24-09-57**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, October 26, 2023**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Alterfer, Inc.

Contact Name: Josh Gibson

Vendor Address: josh.gibson@alterfer.com

Vendor E-Mail: 4949 International Parkway

Phone: 217-622-1315 Fax: _____



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

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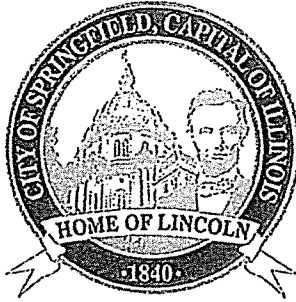
Name of Vendor: C and C Pumps & Supply

Contact Name: Steve Migas

Vendor Address: 4317 Bridgeton Industrial Drive, Bridgeton, MO 63044-1204

Vendor E-Mail: steam@candcpumps.com

Phone: 618-780-0185 Fax: 618-997-2312



CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **October 3, 2023**
Fax: 217-789-2207

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Name of Vendor: Herc Rentals Inc.

Contact Name: Mark Jaskowiak

Vendor Address: 27500 Riverview Center Blvd, Bonita Springs, FL 34134

Vendor E-Mail: hercbids@hercrentals.com Mark.Jaskowiak@hercrentals.com

Phone: (312) 439-9412 Fax:



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **October 3, 2023**
Fax: 217-789-2207

Contract Index No: **UE24-09-57**
Contract Name: **Rental of Heavy Equipment**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, October 26, 2023

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All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: **_ROLAND MACHINERY COMPANY_**

Contact Name: **_CHRIS INGRAM_**

Vendor Address: **816 N DIRKSEN PARKWAY SPRINGFIELD, IL 62702**

Vendor E-Mail: **_CINGRAM@ROLANDMACHINERY.COM_**

Phone: **_217-789-7711_** Fax: _____



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **October 3, 2023**
Fax: 217-789-2207

Contract Index No: **UE24-09-57**
Contract Name: **Rental of Heavy Equipment**
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All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Sunbelt Rentals, Inc.

Contact Name: Kimberly Quirk, Contract Manager

Vendor Address: 1799 Innovation Point, Fort Mill, SC 29715

Vendor E-Mail: contracttteam@sunbeltrentals.com

Phone: 803-389-6484 **Fax:** 803-578-6850

Local Contact: Brandon Huber, OSR, C: (217) 331-4179 / O: (217) 528-1065 / Fax (217) 753-1890
304 E Ash, Springfield, IL 62703

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 11-21-23
ORDINANCE REQUEST NUMBER: GFO-363

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$350,000.00 / CWLP BUDGETED: YES/NO NEW POSITION: YES/NO
\$75,000.00 / PW

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UE24-09-57

ACCOUNTING INFORMATION: Account Nos. CWLP: 102-100-CABF-7721-1210, 102-100-CBB-7778-1210, 102-100-CAA-7711-1205, and 102-100-CAA-7717-1205 (\$350,000.00), and for Public Works: 001-110-WORK-GARA-1210 (\$75,000.00)

PRIOR ORDINANCE INFORMATION: Last Contract: UE23-10-69, \$300k total, 5 vendors, Ord. 485-12-22

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, & Sunbelt Rentals, Inc. CONTRACT AMOUNT: \$ 425,000.00
(Original Amount if Change Order)

CONTRACT TERM: One Year TYPE OF AWARD: Bid Contract: Low Bid

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

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

This Ordinance accepts Contract UE24-09-57 in an amount not to exceed \$425,000.00 with Altorfer, Inc., C and C Pumps and Supply, Inc., Herc Rentals Inc., Roland Machinery Company, and Sunbelt Rentals, Inc.

Throughout the year, the Office of Public Utilities must clean out various power plant and filter plant settling ponds and continue the operation of the ash ponds and landfill. The work sometimes requires special equipment that the Utility does not own. It is necessary to rent this equipment to accomplish the objectives efficiently. Rentals will occur on an as-needed basis. CWLP is requesting \$350,000.00 for the Utilities' portion of the said contract.

Public Works is also being added to this Ordinance to utilize the pricing of these rentals. On occasion, Public Works needs to supplement its equipment fleet to complete various tasks on City rights-of-way, including sewer repairs, inlet repair and replacement, excavation and grading, pavement removal, and other functions as required. Public Works is requesting \$75,000.00 for their portion of the said contract.

There were five bidders on this contract. The contract is being awarded to all vendors.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

2023-543

AN ORDINANCE APPROVING A RESTATED AND SECOND AMENDED
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH
SPRINGFIELD TOWNSHIP FOR THE INSTALLATION OF A WATER MAIN
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 421-12-14 approved an agreement with Springfield Township, for the installation of a water main on Ridgewood Avenue for twenty-five families along Ridgewood Avenue and 32nd Street, and Ordinance 247-07-15 approved an amended Agreement reducing the number to twelve families and only along Ridgewood Avenue, and

WHEREAS, Springfield Township has recently applied for a Rebuild Illinois Public Infrastructure Grant with the Illinois Department of Commerce and Economic Opportunity ("DCEO") to extend water service to approximately twenty-five (25) new families of low to moderate-income along Ridgewood Avenue and 32nd Street (per Exhibit A) within Springfield Township, and

WHEREAS, the application to DCEO requires an Intergovernmental Cooperation Agreement, and

WHEREAS, this Ordinance approves the execution of a Restated and Second Amended Intergovernmental Cooperation Agreement between Springfield Township and the City of Springfield that reflects this new grant application, eligible project cost, revised family count and service area, and

WHEREAS, the grant, if approved, will pay 100% of the construction costs, and

WHEREAS, it is in the best interest of Springfield Township and the City of Springfield that an Intergovernmental Cooperation Agreement be entered for the above improvements, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the Restated and Second Amended Intergovernmental Cooperation Agreement with Springfield Township for water main installation along Ridgewood Avenue and 32nd Street (per Exhibit A).

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/16/23
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**RESTATED AND AMENDED
INTERGOVERNMENTAL COOPERATION AGREEMENT
CITY OF SPRINGFIELD AND SPRINGFIELD TOWNSHIP**

WHEREAS, Springfield Township has applied for a Rebuild Illinois Public Infrastructure Grant with the Illinois Department of Commerce and Economic Opportunity ("DCEO") to extend water service to approximately twenty five (25) new families of low to moderate income within Springfield Township;

WHEREAS, Springfield Township ("Township") and the City of Springfield, Illinois ("City") agree to cooperate with one another to complete construction on this project;

WHEREAS, the application to DCEO requires an Intergovernmental Cooperation Agreement;

WHEREAS, the grant, if approved, would pay for one hundred percent (100%) of the cost of construction;

WHEREAS, it is in the best interest of Springfield Township and the City of Springfield that an Intergovernmental Cooperation Agreement be entered for the above improvements;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Intergovernmental Cooperation Agreement, and in other good and valuable consideration, the receipt and sufficiency being acknowledged as sufficient, the parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereto agree that all of the recitals contained in the preamble of this Intergovernmental Cooperation Agreement are true and correct and are hereby incorporated into this Intergovernmental Cooperation Agreement as though fully set forth in this paragraph.
2. **City's Responsibilities.** The City shall be responsible for the following:
 - a. Installation of water main extension along Ridgewood Avenue and 32nd as more particularly set forth in attached Exhibit A (the "Project").
 - b. Maintain, or cause to be maintained, all improvements of the Project in a reasonably good state of repair (consistent with reasonable and development activity occurring in the Project area) both during and after construction.
 - c. Be responsible for restoring the affected area to the same condition that existed prior to construction within a reasonable period of time.
 - d. Provide water services to the residents of the Project upon completion of construction and application for service by the property owners.
3. **Township Responsibilities.** Springfield Township shall be responsible for the following, all of which are conditions precedent to construction of the Project:
 - a. Secure a Rebuild Illinois Public infrastructure Grant acceptable to ensure full payment to the City;

- b. Provide a copy of the Grant to the City and notify the City of any legal requirements of the Grant in advance of expenses being incurred by the City;
 - c. Secure all easements needed by the City for the development of the Project; and
 - d. Pay the City of Springfield for all Project costs as further described in Exhibit B attached hereto and incorporated herein. Such amounts listed in Exhibit B are estimates only and Township shall pay City for all actual costs incurred in installing the Project.
4. **Payment for Eligible Developmental Expenditures.** The Parties agree that in furtherance of the Grant Agreement, requests for payment by the City for eligible Project costs shall be made upon Request for Reimbursement forms submitted from time to time to the designated representative of Springfield Township.

All Requests must be accompanied by verified bills or statements of suppliers, contractors, or professionals. All Project Costs for which a Request for payment is made by City must have been incurred and completed in accordance with all applicable requirements and codes, including design standards prior to reimbursement.

Springfield Township shall approve or disapprove the Request within thirty (30) business days after receipt. If a Request is disapproved by the Springfield Township, the reasons for disallowance shall be set forth in writing and the City may resubmit the Request with such additional information as may be required and the same procedures set forth herein shall apply for such resubmittals.

The Parties acknowledge that the determination of Eligible Project Costs and qualifications for reimbursement hereunder are subject to Springfield Township's Agreement with DCEO and the applicable laws, rules and regulations of the Act, and all amendments thereto both before and after this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. In the event any of these requirements increase the estimated costs provided in Exhibit B to this agreement, the City will provide Springfield Township an updated cost estimate. Springfield Township agrees to obtain approval from DCEO for the plans and specifications submitted by the City prior to any costs being incurred by the City. The parties agree to cooperate to obtain reimbursement from DCEO for the City's full costs of the project. In the event any project costs are non-reimbursable by DCEO after all efforts have been exercised, Springfield Township will be responsible to make the City whole for any non-reimbursable costs incurred.

5. **Annexation.** Owners of the properties involved in the Project shall not have to annex to the City as a condition of them securing water from the City of Springfield.
6. **Successors and Assigns.** This contract shall be binding on and shall inure to the benefit of the parties named, herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.
7. **Certificate of Completion.** Promptly after completion of the Project, the City shall provide to Springfield Township a Certificate of Final Completion executed by the City certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. If the Springfield Township disputes the sufficiency or accuracy of the Certificate of Final Completion, the Springfield Township shall, within thirty (30) days after receipt of such request for the Certificate, provide the City with a written statement indicating in what respects the City has failed to perform in accordance with the provisions of this Agreement.

8. City will install the water main and set the meter pit and meters within the property owner's boundaries. The Property Owners are responsible for hiring licensed plumbers to disconnect from the well and to connect the owner's service line to the City's meter pit. All meter pits must be a minimum of twenty-five (25) feet from any septic system tank or piping in accordance with 35 Illinois Administrative Code Section 604.1140 and 653.119.
9. **Waiver.** Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to the Agreement.
10. **Severability.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
11. **Notices.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as if the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To City of Springfield:

City of Springfield, Illinois
800 E. Monroe, 4th floor
Springfield, IL 62701
ATTN: Water Division Manager

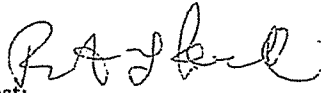
To Springfield Township:

Springfield Township
3298 Terminal Avenue
Springfield, IL 62702
ATTN: Township Supervisor

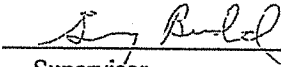
12. **No Discrimination-Construction.** Springfield Township and the City for itself and its successors and assigns agree that in the construction of the improvements to the Project, Springfield Township and the City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Springfield Township and the City shall take affirmative action to require that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Springfield Township and the City agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause.

13. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

Attest: 
Township Clerk

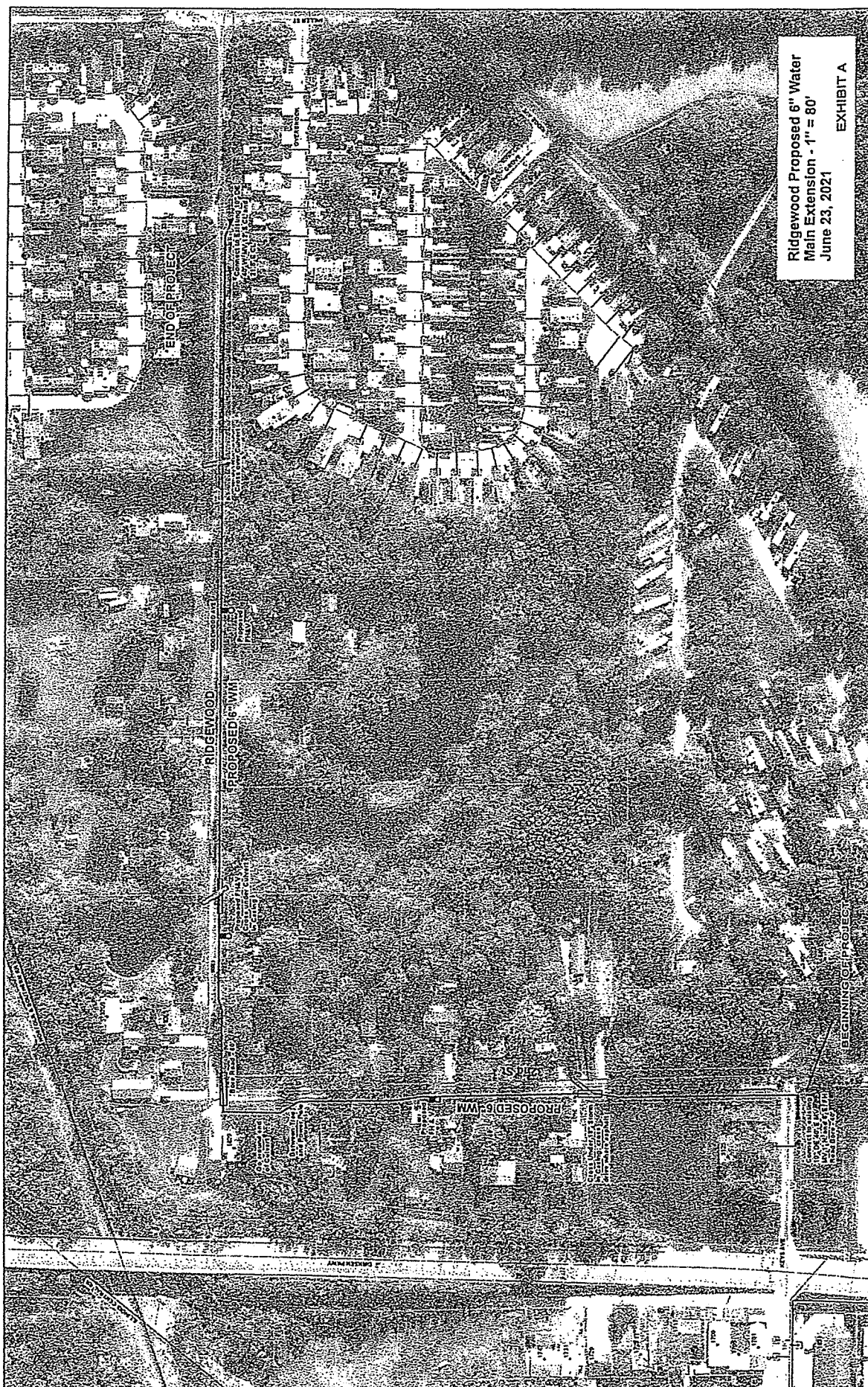
Springfield Township

By: 
Supervisor

City of Springfield, Illinois

Attest: _____
City Clerk

By: _____
Mayor



Ridgewood Proposed 6" Water
Main Extension - 1" = 80'
June 23, 2021
EXHIBIT A

Ridgewood Area - 6" Main Extension Loop from Keys Avenue to Mobile Home Park					
Stock Number	Mains & Materials	Unit	# of Units	Unit Price	Total Price
W4608060	6" Fastite Pipe (1640'-500')	Pc	115	650.00	74,750.00
	Polywrap	Ft	2800	1.00	2,800.00
N/A	Certa lok bore	Ft	500	100.00	50,000.00
W5303105	10"x 6" Reducer	Ea	2	130.00	260.00
W5708100	10" meg a lug	Ea	2	105.00	210.00
W5708006	6" Meg a lug	Ea	8	55.00	440.00
N/A	6" Misc Fittings as needed	Ls	1	500.00	500.00
W3210006	6" Accessory Gland Packs	Ea	20	35.00	700.00
W0306451	6"x 45°Bend mj x mj	Ea	6	95.00	570.00
W0306901	6"x 90°Bend mj x mj	Ea	2	100.00	200.00
W7509060	6" Valve	Ea	1	815.00	815.00
W0802564	Long Valve Box	Ea	1	160.00	160.00
W0106600	6" Adapter	Ea	1	165.00	165.00
	12" plastic pipe for casing with end wraps	Pc	2	500.00	1,000.00
	Easements where needed	LS	1	500.00	500.00
	Traffic Control	Ls	1	3000.00	3,000.00
	Creek Crossings	Ea	2	2,000.00	4,000.00
	Drive Crossings/Repairs	Ea	10	500.00	5,000.00
	Blocking	Ls	1	125.00	125.00
	Labor/Equipment	hr	80	550.00	44,000.00
	Sub-Total				189,195.00
Stock Number	Hydrants	Unit	# of Units	Unit Price	Total Price
W6855060	6"x 6" Anchoring Tee	Ea	3	135.00	405.00
W7509060	6" Valve	Ea	3	815.00	2,445.00
W0106600	6" Adapter	Ea	3	165.00	495.00
W3307031	4' bury Hydrant	Ea	3	1,835.00	5,505.00
W3210006	6" Accessory Gland Packs	Ea	6	35.00	210.00
W0802564	Long Valve Box	Ea	3	160.00	480.00
	Blocking	Ls	1	125.00	125.00
	Labor/Equipment	Hr	8	550.00	4,400.00
	Sub-Total				14,065.00
	Total				203,260.00
	10% Engineering/Inspections				\$20,326.00
	Domestic Services 3/4" or 1"	Ea	25	2,100.00	52,500.00
	Total				\$276,086.00
	Deposit				\$276,000.00
Estimated by: Mike Johnson, P.E					
Revised: August 21, 2023					

Exhibit B

COPY

421-12-14

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SPRINGFIELD
TOWNSHIP FOR INSTALLATION OF WATER MAIN ON RIDGEWOOD AVENUE
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance authorizes an Intergovernmental agreement with Springfield Township for installation of water main on Ridgewood Avenue, and

WHEREAS, Springfield Township has applied for a Community Development Assistance Program Public Infrastructure Construction Grant with the State of Illinois to extend water service to approximately 25 new families of low to moderate income along Ridgewood Avenue, and

WHEREAS, the residents and Springfield Township have requested that the Office of Public Utilities install water main and provide water to these families, and

WHEREAS, the State of Illinois will pay 75% of the construction costs, and Springfield Township will secure the remaining 25% from the homeowners, and

WHEREAS, because the cost to the City for construction and maintenance of public infrastructure to bring the area up to city code far exceeds any property tax generated by these properties, the agreement provides that the residents shall not be required to annex to Springfield, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the intergovernmental cooperation agreement with Springfield Township for water main installation on Ridgewood Avenue.

Section 2. In spite of City Resolutions and Policy on annexation of contiguous land in order to receive City water, the owners of the properties involved in this water main project shall not be required to annex to the city of Springfield as a condition of securing water from the City.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute the agreement on behalf of the City of Springfield Office of Public Utilities.

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: December 16, 2014

RECORDED: December 19, 2014

ATTEST: Cecilia Tumulty

SIGNED: December 18, 2014

Michael D. Houston
MAYOR

Approved as to legal sufficiency:
John D. Houston 12/20/14
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Houston

COPY

2023-544

COPY

247-07-15

AN ORDINANCE APPROVING A RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT
WITH SPRINGFIELD TOWNSHIP FOR INSTALLATION OF WATER MAIN ON RIDGEWOOD AVENUE
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 421-12-14 authorized an intergovernmental agreement with Springfield Township for installation of water main on Ridgewood Avenue under a Community Development Assistance Program Public Infrastructure Construction Grant with the State of Illinois to extend water service to families of low to moderate income along Ridgewood Avenue, and

WHEREAS, the Township has requested that the number of families be reduced from 25 to 12, and the location of water main to be limited to Ridgewood Avenue only instead of Ridgewood Avenue and 32nd Street, and

WHEREAS, this ordinance authorizes a restated & amended agreement to reflect these two changes on the agreement and the exhibits, with all other provisions to remain the same, and

WHEREAS, a copy of the restated and amended agreement shall be on file with the Office of the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the restated and amended intergovernmental cooperation agreement with Springfield Township for water main installation on Ridgewood Avenue.

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

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: July 21, 2015

RECORDED: July 24, 2015

ATTEST: [Signature]

SIGNED: July 24, 2015

[Signature]
MAYOR

Approved as to legal sufficiency:

[Signature]
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

COPY

2023-544

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 11/21/23

ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES

STAFF MEMBER: MICHELLE CARLISLE

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

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$none BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: Intergovernmental Cooperation Agreement

ACCOUNTING INFORMATION: n/a

PRIOR ORDINANCE INFORMATION: 421-12-14 & 247-07-15

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Springfield Township CONTRACT AMOUNT: \$ _____
(Original Amount if Change Order)

CONTRACT TERM: _____ TYPE OF AWARD: Intergovernmental Agreement

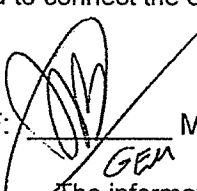
CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDT'L AMOUNT \$ 0.00

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.)

Previously, Ordinance 421-12-14 approved an intergovernmental agreement between the Springfield Township and the City of Springfield for the installation of a water main on Ridgewood Avenue and 32nd Street for twenty-five low to moderate-income families. Ordinance 247-07-15 approved an amended Agreement reducing the number of families served to twelve and limited to Ridgewood Avenue only.

Recently, the Springfield Township has applied for a Rebuild Illinois Public Infrastructure Grant with the Illinois Department of Commerce and Economic Opportunity ("DCEO") to extend water service to approximately twenty-five (25) new families of low to moderate-income within Springfield Township along Ridgewood Avenue and 32nd (per Exhibit A). As part of the application process, DCEO requires an Intergovernmental Cooperation Agreement. This Ordinance approves and authorizes the execution of a Restated and Second Amended Intergovernmental Cooperation Agreement with Springfield Township along Ridgewood Avenue and 32nd Street (per Exhibit A) to reflect this new grant application, the eligible project cost and the revised family count and service area.

The grant will pay 100% of the construction costs. The agreement provides that the residents shall not be required to annex to the City of Springfield. The City will install the water main and set the meter pit and meters within the property owner's boundaries. It will be the property owner's responsibility to hire licensed plumbers to disconnect from the well and to connect the owner's service line to the City's meter pit.

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

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

2023-544

AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY IN THE AMOUNT OF \$800,000.00 FROM A LINE BUDGETED FOR MOTOR FUEL TAX FUNDS INTO LINES 1204 AND 1407 TO ACCOMMODATE EXPENSES ASSOCIATED WITH THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT AND PURCHASE OF ROCK SALT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works is requesting a transfer of appropriation authority in the amount of \$600,000.00 from Motor Fuel Tax Funds originally budgeted in account line 041-110-GAST-STRS-2307 for various land improvements into expenditure line 1204 to accommodate demolition expenses associated with the Springfield Rail Improvements Project and \$200,000.00 into 1407 to purchase rock salt.

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

Section 1: That the City Council hereby authorizes a transfer of appropriation authority in the amount of \$600,000.00 from Motor Fuel Tax Funds originally budgeted in account line 041-110-GAST-STRS-2307 for various land improvements into expenditure line 1204 to accommodate demolition expenses associated with the Springfield Rail Improvements Project and \$200,000.00 into 1407 to purchase rock salt. for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby authorized and directed to effectuate this transfer as follows:

FROM ACCOUNT	AMOUNT
041-110-GAST-STRS-2307	\$800,000.00
TO ACCOUNT:	AMOUNT
041-110-GAST-STRS-1204	\$600,000.00
041-110-GAST-STRS-1407	\$200,000.00

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

Section 4: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

11/21/2023

OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: TransferFISCAL IMPACT: None

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY FROM MOTOR FUEL TAX BUDGET LINE 2307 TO MOTOR FUEL TAX LINES 1204 AND 1407 IN THE AMOUNT OF \$800,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope

Yes ☐No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord # _____

☐ Low Bid☒ Other: Transfer OrdinanceIs 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)

Transfer From:						
	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307	\$800,000.00
2						
3						
4						

Transfer To:						
	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	1204	\$600,000.00
2	041	110	GAST	STRS	1407	\$200,000.00
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize a transfer of appropriation authority from line 2307 originally budgeted for various land improvements, to line 1204 to accommodate demolition expenses associated with the Springfield Rail Improvement Project and, to line 1407 to accommodate the purchase of rock salt.

SIGN OFF:

S:\Excel\Forms\Transfer Cert 2307 to 1416

(Mayor's Signature)

The information supplied on this form is not confidential information.

(Director of OBM)

Revised 5/26/04

2023-545

17907

**AN ORDINANCE AUTHORIZING PURCHASE OF REAL ESTATE
LOCATED AT 920 E. NORTH GRAND AVENUE AND 1160 N. 9TH STREET,
IN THE AMOUNT OF \$1,209,950.00, PURSUANT TO AN AGREED
JUDGMENT AND ORDER VESTING TITLE UPON DEPOSIT OF JUST
COMPENSATION SET BY JURY VERDICT UNDER SANGAMON
COUNTY CASE NO. 2022-ED-000001, RELATING TO THE SPRINGFIELD
RAIL IMPROVEMENT PROJECT, USABLE SEGMENT 6B, 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, pursuant to an Agreed Judgment and Order Vesting Title Upon Deposit of Just Compensation Set by Jury Verdict in Sangamon County case number 2022-ED-000001, the City, through the Office of Public Works, is requesting purchase of real estate located at 920 E. North Grand Avenue and 1160 N. 9th Street for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6 in the amount of \$1,191,950.00 for just compensation and \$18,000.00 for interest and for a total amount of \$1,209,950.00 as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, a copy of the necessary documents for purchase of the property 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 purchase of real estate located at 920 E. North Grand Avenue and 1160 N. 9th Street pursuant to an Agreed Judgment and Order Vesting Title Upon Deposit of Just Compensation Set by Jury Verdict in Sangamon County case number 2022-ED-000001, for public purposes specifically associated with the Springfield Rail Improvement Project, Usable Segment 6 in the amount of \$1,209,950.00 as summarized on the Transaction Summary attached as Exhibit A for the Office of Public Works.

Section 2: That after passage the Mayor is authorized to execute and the City Clerk to attest any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$1,209,950.00 to the Sangamon County Treasurer in accordance with the purchase documents located in the Office of the City Clerk from account number 041-110-GAST-STRS-2301.

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

PASSED: _____, 2023

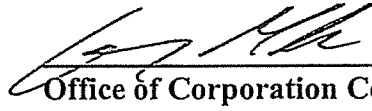
SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

 11/16/23

Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

**Transaction Summary
for
Supporting Ordinance Documentation
(920 E. North Grand Avenue – SCP 2006-C23-043 LLC
and 1160 N. 9th Street – Highland Park CVS, L.L.C.)**

Who we are purchasing property from?

SCP 2006-C23-043 LLC, HIGHLAND PARK CVS, L.L.C., WELLS FARGO TRUST COMPANY, NA, as Trustee, f/k/a Wells Fargo Bank Northwest, NA, and ALL UNKNOWN OWNERS AND NON-RECORD CLAIMANTS. Sangamon County Case No. 2022-ED-000001.

Who is purchasing property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvements Project Usable Segment 6B.

What is being acquired was acquired?

0.082 acre of land in fee and 0.037 acre of land as temporary construction easement.

How it is being acquired (i.e. fee simple)?

Condemnation Case No. 2022-ED-000001. See Agreed Judgment and Order Vesting Title upon Deposit of Just Compensation set by Jury Verdict.

Source of funding:

City of Springfield

Purchase price:

\$1,191,950.00 (just compensation). To be deposited with the Treasurer of Sangamon County by January 26, 2024 as noted in the Agreed Judgment and Order Vesting Title upon Deposit of Just Compensation set by Jury Verdict.

Interest estimate:

\$18,000.00. Per Illinois Statute, interest at a rate of 6% will be paid on judgement beginning on the date of the verdict (October 26, 2023) through the deposit of the just compensation with the County Treasurer. This is an estimate and only the interest the defendants are entitled to will be included in the payment of just compensation to the County Treasurer.

2. Defendant, SCP 2006-C23-043 LLC ("SCP"), is represented by Jordan Walker of Sever-Storey, LLP, 881 Third Avenue SW, Suite 101, Carmel, IN 46032.

3. Defendant, Highland Park CVS, LLC ("CVS"), is represented by David Rolf, and Lisa Petrilli of Sorling Northrup, One North Old State Capitol Plaza, Suite 200, P.O. Box 5131, Springfield, IL 62705.

4. Defendant, Wells Fargo Trust Company, NA, as Trustee, f/k/a/ Wells Fargo Bank Northwest, NA ("Wells Fargo"), is represented by Michael Jacobson of Saul Ewing LLP, 161 North Clark Street, Suite 4200, Chicago, IL 60601.

5. Defendants Unknown Owners and Non-Record Claimants have been duly served by publication and have not appeared.

6. The Court has jurisdiction over the parties and over the parcels at issue in this proceeding.

7. The City has authority to exercise the right of eminent domain; the parcels sought to be taken are subject to the exercise of that right; and the right of eminent domain is not being improperly exercised in this proceeding.

8. The just compensation for the taking, as further defined below, including compensation for the property rights being taken, damages to the remainder, and for any and all costs and damages, claimed or unclaimed, arising out of the taking, total \$1,191,950. This is the sum of \$1,130,000 and \$61,950 as set by the jury's October 26, 2023 verdict ("Just Compensation Amount").

9. The City, SCP, CVS and Wells Fargo, all represented by counsel, have reached an agreement whereby the City will pay the Just Compensation Amount to compensate the defendants

for any and all of their interests in the property, including the parts taken and for damages to the remainder to the property.

10. The jury's Just Compensation Amount applies to the City's taking of the following property rights that are at issue in this eminent domain action:

- a. from Tax ID parcel #14-27.0-202-024 which consists of 1.821 acres:
 - i. A partial fee simple taking, consisting of a strip of land comprising 0.062 acres, known as Parcel No. SR0059; and
 - ii. a temporary (up to five-year) construction easement, known as Parcel No. SR0059TE.
 - iii. Both Parcel No. SR0059 and Parcel No. SR0059TE are located at 920 East North Grand Avenue, Springfield, Sangamon County, Illinois 62702 and legally described as:

Part of Lot 1 through Lot 6 in Block 2 of John W. Priest's Addition to the City of Springfield, situated in the West Half of the Northeast Quarter of Section 27, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the northeast corner of Lot 1 in Block 2 of John W. Priest's Addition, being the intersection of the existing southerly right of way line of the North Grand Avenue and the existing westerly right of way line of Tenth Street; thence South 00 degrees 43 minutes 55 seconds West along the existing westerly right of way line of Tenth Street, 11.25 feet, thence South 88 degrees 51 minutes 10 seconds West, 241.45 feet to the east line of Lot 7, thence North 00 degrees 42 minutes 57 seconds East along the east line of Lot 7, a distance of 10.97 feet to the existing southerly right of way line of North Grand Avenue, thence North 88 degrees 47 minutes 07 seconds East along the existing southerly right of way line of North Grand Avenue, 241.47 feet to the Point of Beginning, containing 2,681.50 square feet or 0.062 acre, more or less.

Part of Lot 1 through Lot 6 in Block 2 of John W. Priest's Addition to the City of Springfield, situated in the West Half of the Northeast Quarter of Section 27, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the northeast corner of Lot 1 in Block 2 of John W. Priest's Addition, being the intersection of the existing southerly right of way line of the North Grand Avenue and the existing westerly right of way line of Tenth Street; thence South 00 degrees 43 minutes 55 seconds West along the existing westerly right of way line of Tenth Street, 11.25 feet to the Point of Beginning; thence continuing South 00 degrees 43 minutes 55 seconds West along the existing westerly right of way line of Tenth Street; 5.00 feet; thence South 88 degrees 51 minutes 10 seconds West, 241.45 feet to the east line of Lot 7; thence North 00 degrees 42 minutes 57 seconds East along the east line of Lot 7, a distance of 5.00 feet; thence North 88 degrees 51 minutes 10 seconds East, 241.45 feet to the Point of Beginning, containing 1,207.26 square feet or 0.028 acre, more or less.

- b. from Tax ID parcel #14-27.0-202-001, which consists of 0.184 acres:
 - i. A partial fee simple taking, consisting of a strip of land comprising 0.020 acres, known as Parcel No. SR0060; and
 - ii. a temporary (up to five-year) construction easement, known as Parcel No. SR0060TE.
 - iii. Both Parcel No. SR0060 and Parcel No. SR0060TE are located at 1160 North 9th Street, Springfield, Sangamon County, Illinois 62702 and legally described as:

Part of Lot 7 and Lot 8 in Block 2 of John W. Priest's Addition to the City of Springfield, situated in the West Half of the Northeast Quarter of Section 27, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the northwest corner of Lot 8 in Block 2 of John W. Priest's Addition, being the intersection of the existing southerly right of way line of the North Grand Avenue and the existing easterly right of way line of Ninth Street; thence North 88 degrees 47 minutes 07 seconds East along the existing southerly right of way line of North Grand Avenue, 80.15 feet to the northeast corner of Lot 7 of John W. Priest's Addition, thence South 00 degrees 42 minutes 57 seconds West along the east line of Lot 7, a distance of 10.97 feet, thence South 88 degrees 51 minutes 10 seconds West, 80.15 feet to the existing easterly right of way line of Ninth Street; thence North 00 degrees 42 minutes 37 seconds East along the existing easterly right of way line of Ninth Street, 10.87 feet to the Point of Beginning, containing 874.90 square feet or 0.020 acre, more or less.

Part of Lot 7 and Lot 8 in Block 2 of John W. Priest's Addition to the City of Springfield, situated in the West Half of the Northeast Quarter of Section 27,

Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the northwest corner of Lot 8 in Block 2 of John W. Priest's Addition, being the intersection of the existing southerly right of way line of the North Grand Avenue and the existing easterly right of way line of Ninth Street; thence South 00 degrees 42 minutes 37 seconds West along the easterly existing right of way line of Ninth Street 10.87 feet to the Point of Beginning; thence North 88 degrees 51 minutes 10 seconds East, 80.15 feet to the east line of Lot 7 of John W. Priest's Addition, thence South 00 degrees 42 minutes 57 seconds West along the east line of Lot 7, a distance of 5.00 feet; thence South 88 degrees 51 minutes 10 seconds West, 80.15 feet to the existing easterly right of way line of Ninth Street; thence North 00 degrees 42 minutes 37 seconds East along the existing easterly right of way line of Ninth Street, 5.00 feet to the Point of Beginning, containing 400.75 square feet or 0.009 acre, more or less.

Collectively (the "Taking").

11. The City, SCP, CVS and Wells Fargo agree that if the City deposits the Just Compensation Amount with the Treasurer by January 26, 2024 fee simple title and temporary easements in the parcels, as set forth above, shall vest with the City immediately upon such deposit and the City shall be authorized to take immediate possession of the property.

12. Any unpaid or prorated taxes through the deposit date shall be payable from the Just Compensation Amount.

13. All parties have waived any claims for costs, attorneys' fees and interest, statutory or otherwise.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. The just compensation for the Taking, including compensation for the property rights being taken, damages to the remainder and, for any and all claimed or unclaimed costs and damages arising out of or relating to the Taking, is \$1,191,950.

B. The City shall deposit the sum of \$1,191,950 with the Treasurer by January 26, 2024.

C. Immediately upon depositing the sum of \$1,191,950 with the Treasurer and upon entry of this order, fee simple title and temporary easements to the property as defined by the Taking shall vest in the City and the City shall be authorized to take immediate possession of the property.

D. Any unpaid or prorated taxes through the deposit date shall be payable from the Just Compensation Amount.

E. The Treasurer of Sangamon County shall disburse the Just Compensation Amount pursuant to a separate order.

Dated: November _____, 2023

Enter:

Gail Noll, Circuit Judge

ACCEPTED AND AGREED:

Plaintiff, THE CITY OF SPRINGFIELD,
an Illinois Municipal Corporation

Defendant, SCP 2006-C23-043 LLC

Esther Seitz

Jordan Walker

Defendant, Highland Park CVS, LLC

Defendant, Wells Fargo Trust Company, NA,
as Trustee, f/k/a/ Wells Fargo Bank Northwest,
NA

David Rolf

Michael Jacobson

ORDINANCE FACT SHEET

REQUEST FORM NO: 23-
DATE OF 1ST READING: 11/21/2023

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 1,209,950.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE LOCATED AT 920 E. NORTH GRAND AVENUE AND 1160 N. 9TH STREET, ILLINOIS PURSUANT TO AN AGREED JUDGEMENT AND ORDER VESTING TITLE UPON DEPOSIT OF JUST COMPENSATION SET BY JURY VERDICT IN THE AMOUNT OF \$1,191,950.00, CASE NO. 2022-ED-000001.

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

court order

CONTRACTOR / VENDOR NAME: Sangamon County Treasurer

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,191,950.00

(Original amount if change order)

Change Order #

\$18,000.00

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 1,209,950.00
2						
3						
4						

COMMENTS

This ordinance is for the purchase of right-of-way located at 920 E. North Grand Avenue and 1160 N. 9th Street. The purchase of said real estate is for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B.

SIGN OFF:

(Mayor's Signature)

(Director of CBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE AT 2028 S. 11TH STREET FROM ROGER CHANDLER, OWNER OF "THE KEG, INCORPORATED" FOR PUBLIC PURPOSES SPECIFICALLY RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$2,290.00 INCLUDING CLOSING COSTS

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, Roger Chandler, owner of "The Keg, Incorporated" owns the land located at the 2028 S. 11th Street (part of PIN 22-03.0-141-025); and

WHEREAS, the City of Springfield desires to purchase a portion of said real estate in the amount of \$300.00 for the parcel to be used as right-of-way, \$300 for a temporary construction easement and \$1,690.00 for estimated closing costs and for a total amount of \$2,290.00 for public purposes, specifically associated with the Traffic Signal Improvements on the 11th Street intersections of Ash and Laurel; and

WHEREAS, it is in the best interests of the City of Springfield to purchase said property.

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

Section 1: The City Council hereby approves the purchase of real estate located at the 2028 S. 11th Street (PIN 22-03.0-184-0085), from Roger Chandler for public purposes, specifically right-of-way and a temporary construction easement associated with the Traffic Signal Improvements on the 11th Street intersections of Ash and Laurel in an amount not to exceed \$2,290.00 including closing costs.

Section 2: That after passage the Mayor is authorized to execute and the City Clerk to attest any documents on behalf of the City, which may be necessary to complete the purchase of the property approved by this ordinance.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby authorized to make payment not to exceed \$2,290.00 to Wheatland Title Company (VC*5224) for purchase and closing costs of real property located at 2028 S. 11th Street from account number 041-110-GAST-STRS-2301.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/16/23
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 23-108
DATE OF 1ST READING: 11/21/2023

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 2,290.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE AND A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF SPRINGFIELD AND ROGER CHANDLER, OWNER OF "THE KEG, INCORPORATED", IN AN AMOUNT NOT TO EXCEED \$2,290.00.

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

Title Commitment	Purchase Summary Letter, Certified Resolution
Warranty Deed	Temporary Construction Easement, Plat of ROW
closing cost estimate	Affidavit of Plat

CONTRACTOR / VENDOR NAME: Wheatland Title

VENDOR NO: VC-5224

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

CONTRACT AMOUNT: \$600.00		\$1,690.00
(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 2,290.00
2					
3					
4					

FUND\$ CHECK BY:	Date:
<i>Courtney Howell</i>	11/7/2023
DIRECTOR / SUPERVISOR SIGNATURE	Date:
<i>Ruth B...</i>	11/7/23
CITY PURCHASING AGENT:	Date:
<i>Michael ...</i>	11/7/23

COMMENTS

This ordinance is for the purchase of right-of-way as well as a temporary construction easement located at 2028 S. 11th Street. Closing to be held at Wheatland Title. Purchase price of \$300.00 for the parcel, price of \$300 for the temporary construction easement, and an estimated closing cost of \$1,690.00 with the unused portion of the payment to be refunded to the City of Springfield. The purchase of said real estate is for public purposes, specifically associated with the Traffic Signal Improvements on 11th Street at the intersections of Ash and Laurel.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE APPROVING / DENYING THE PARTIAL PLAT OF
VACATION OF LOT 355 IN DEERFIELD, FOURTEENTH ADDITION,
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, John Griffin and Ann Griffin requested a partial plat of vacation at 5409 Crane Drive, Lot 355 in Deerfield, Fourteenth Addition, located on the north side of Crane Drive and west of Mill Valley Lane; and

WHEREAS, the Land Subdivision Committee reviewed the request and recommended that the partial plat of vacation be denied by the City Council.

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

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

- () The City Council disagrees with the recommendation of the Land Subdivision Committee and approves the partial plat of vacation of Lot 355 in Deerfield, Fourteenth Addition; or
- () That the City Council agrees with the recommendation of the Land Subdivision Committee and disapproves the partial plat of vacation of Lot 355 in Deerfield, Fourteenth Addition.

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

PASSED: _____, 2023

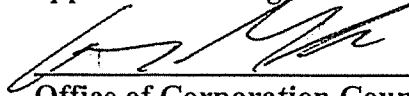
SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

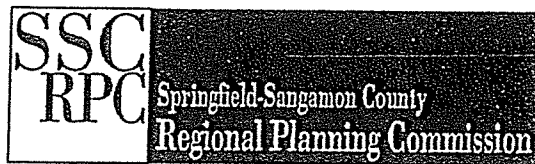
Approved as to legal sufficiency:

 11/16/23

Office of Corporation Counsel/Date

Requested by: Office of Public Works

Location: Ward 10



November 6, 2023

TO: John & Ann Griffin

5409 Crane Drive

Springfield, IL 62711

RE: Deerfield Fourteenth Addition –

Lot 355 – Partial Plat of Vacation

Enclosed are minutes of the November 2, 2023 Land Subdivision Committee Meeting.

The Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission has recommended denial of the Partial Plat of Vacation. The written findings of the Land Subdivision Committee disapproving the plat can be found in the meeting minutes attached.

You may file a petition within 30 days of the Land Subdivision Committee's decision with the Springfield City Clerk asking for review of the decision by the City Council. The petition shall point out those parts of the Land Subdivision Committee's decision to which you object.

A public hearing shall be conducted by the City Council after a one week's notice has been mailed by the Springfield City Clerk.

cc: Martin Engineering
Frank Lesko

2023-548

**SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
MINUTES OF THE SUBDIVISION COMMITTEE MEETING**

FILE NO. 1994-50

CENSUS TRACT # 36.03

NAME OF SUBDIVISION: Deerfield Fourteenth Addition – Lot 355 – Partial Plat of Vacation

JURISDICTION: City of Springfield

DATE OF MEETING: November 2, 2023

OWNER: John & Ann Griffin

ENGINEER: Martin Engineering

DESCRIPTION: Pt. of the SE ¼, Sec. 3, T15N, R6W – Located near the intersection of Crane Drive and Mill Valley Lane

 Acres - Lots

MOTION TO RECOMMEND: Deny

BY: T. J. Heavisides

2ND BY: Val Yazell

VOTE: 11 voting yes, 1 voting no

Steve Walker, Martin Engineering, stated this is a Partial Plat of Vacation for the rear drainage easement on Lot 355 due to an existing retaining wall. Walker stated they are asking to vacate five and one-half feet of the seven and one-half feet on their side of the property line which would make the total drainage easement nine and one-half feet.

Joe Zeibert, Regional Planning, asked if drainage calculations had been submitted, to which there was an indication they had not. Zeibert stated the staff recommends denial of the Partial Plat of Vacation. He said the submittal is incomplete and lacks the documentation to support the Partial Plat of Vacation. He said drainage calculations have not been provided and the sign-off from the neighbors is incorrect and misleading. He said to correct the lot number on line 11 of the Surveyor's Certificate and at the point of commencement on the plat.

Steve Stewart, Citizen Member, stated they have had trouble for a long time with rear drainage easements being filled in. He noted one way to try and solve that was utilizing the concrete to mark the flow line of the easement, which made it clear that there was going to be water back there. He stated this is a significant encroachment with the entire backyard leveled off for an impervious pool deck and noted the pool is already installed. He noted this condition would push the water back to the north and the east. He stated he supports the planning commission's recommendation for denial.

Gregg Humphrey, Sangamon County Water Reclamation District, stated the District recommends denial of the Partial Plat of Vacation.

T.J. Heavisides, Traffic Engineer, stated he is also opposed to the Partial Plat of Vacation.

Dan Crouse, City Engineer, stated the Partial Plat of Vacation needs to be signed and dated. He said a drainage certificate needs to be provided. He said the area shown on the plat as being vacated appears to be inaccurate from the pictures taken by the city inspectors at the site. He noted the footings of the retaining wall appear to have been constructed right along the edge of the existing three-foot concrete drainage swale; therefore, the limits of the proposed vacation should be one and one-half feet off the property line and a total of six feet of the existing utility and drainage easement should be shown as being requested for vacation. He said the drainage calculations that were requested for the submittal to illustrate the potential impact on the rear yard drainage and how it may affect the upstream and adjacent neighbors was not provided. He said the neighbor sign-off letter misinterpreted the views of the Regional Planning Commission and the City of Springfield and does not provide accurate information to the neighbors regarding the potential impact on their properties and may be misleading to those signing the document. He said the retaining wall was constructed without the required permit through the City of Springfield and was constructed within the existing drainage easement and the rear yard setback. He said the City of Springfield recommends denial of the requested Partial Plat of Vacation based on the potential impact on the drainage for the adjacent and upstream neighbors and the difficulties created for future maintenance and work within the remaining confined easement.

Dean Graven, Citizen Member, stated he would follow up with what Stewart had commented. He said this is an issue that has been going on for decades. He provided an example as Lot 356 has a four-foot timber wall made out of railroad ties that has been there for approximately eighteen years. He commented that he walked the whole swale and noted there are twelve fences that back up to these swales. He noted this brings up the question of when we allow fences to go in if they affect the flow and asked Crouse if he would say that would be an issue to look at in terms of encroachment. Crouse stated it would depend on the fence and how much it encroaches on the swale and obstructs it. Graven stated these are all located right on the swale and are either solid or board on board fences. Graven assumed they would have some effect on the drainage. Crouse stated they potentially could. Graven noted if the pool had been put in first it would have been approved and then the wall would have been done after the fact and nobody would have known. Graven noted he sees this as a major issue with landscapers and pool installers since homeowners do not know about plats and easements. Graven noted he would like to see this addressed and commented that he had talked to the Mayor about this issue. He noted the public, landscapers, and pool suppliers need to be educated on this because there are approximately twenty issues on this street. He also noted nearby a zoning case was approved for a pool and a retaining wall was put in later and no one got in trouble on that one.

T.J. Heavisides made a motion to deny the Partial Plat of Vacation. Val Yazell seconded the motion and the vote to deny was eleven yes and one no, the motion to deny was approved.

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)

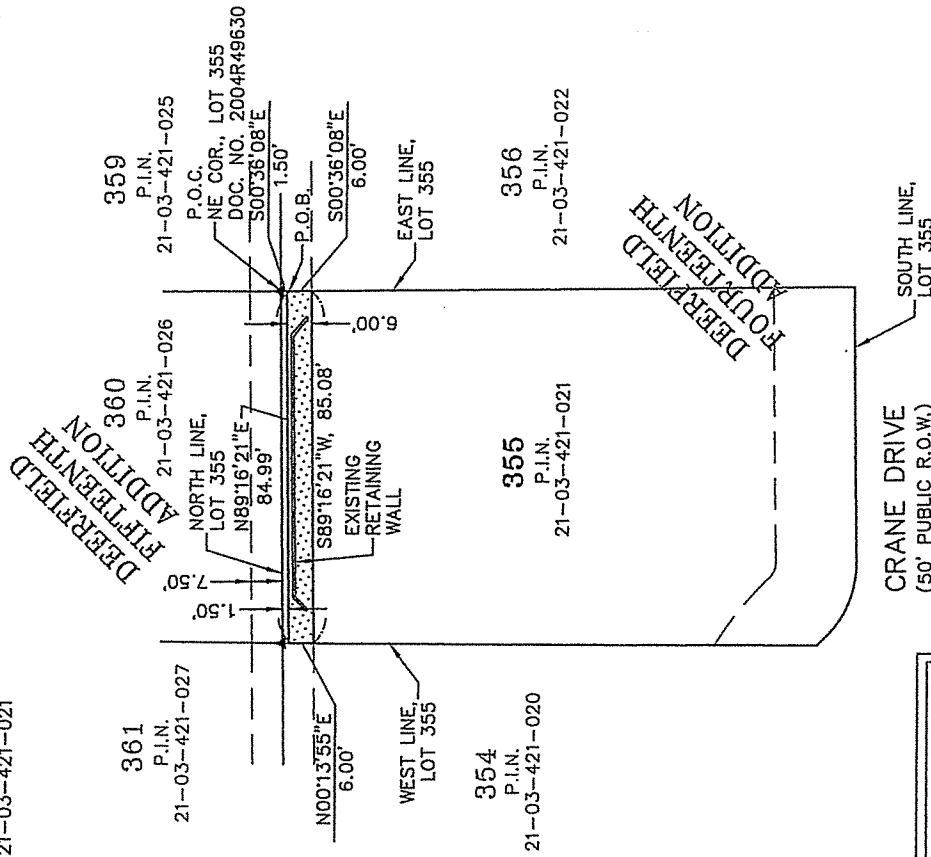
Part of Lot 355 in Deerfield Fourteenth Addition being Part of the Southeast Quarter of Section 3, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois.

CAPITAL TOWNSHIP

PART OF P.I.N. 21-03-421-021

2023-548

MPEC
MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
of Illinois
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-8500, Fax: (217) 698-8922, E-Mail: mccm@martinengineeringco.com

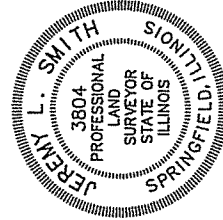


This Partial Plat of Vacation
revises DEERFIELD FOURTEENTH
ADDITION FINAL PLAT recorded
October 8, 2004 as Document
Number 2004R49630.

2023-548

G:\Jobs\2023\23203\Survey\V-PLAT-VACATION.dwg, PLAT

RECEIVED
SPRINGFIELD-SANG. CO.
NOV 13, 2023
REGIONAL PLANNING
COMMISSION



I HEREBY CERTIFY THAT, IN THE MONTH OF NOVEMBER, 2023, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804
DATE SIGNED : NOVEMBER 13 2023
LICENSE EXP. DATE : NOV. 30. 2024

SHEET 1 OF 2 SHEETS

CERTIFICATES



SURVEYORS CERTIFICATE

I hereby certify that this Partial Plat of Vacation correctly represents a survey made by me of part of a utility, catv and/or drainage easement on Lot 355 of a Subdivision known as Deerfield Fourteenth Addition recorded as Document 2004R49630 in the Sangamon County Recorder's Office, being described as follows:

Part of a utility, catv and/or drainage easement on Lot 355 of Deerfield Fourteenth Addition recorded as Document 2004R49630, Springfield, Sangamon County, Illinois being more particularly described as follows:

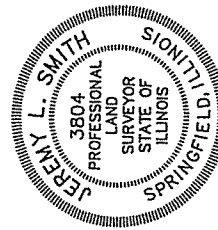
Commencing at a P.K. Nail found at the Northeast corner of said Lot 355; thence South 00 degrees 36 minutes 08 seconds East on the East line of said Lot 355, a distance of 1.50 feet to the point of beginning.

From said point of beginning; thence continuing South 00 degrees 36 minutes 08 seconds East on said East line, a distance of 6.00 feet; thence South 89 degrees 16 minutes 21 seconds West, a distance of 85.08 feet to a point on the West line of said Lot 355; thence North 00 degrees 13 minutes 55 seconds East on said West line, a distance of 6.00 feet; thence North 89 degrees 16 minutes 21 seconds East, a distance of 84.99 feet to the point of beginning. Containing 510.218 square feet (0.012 acres), more or less.

The above described part of a utility, catv and/or drainage easement shall be vacated.

Iron reinforcement rods identify all lot corners as shown on said plat, and all measurements are given in feet and decimals thereof. All streets and drives and easements designated on said plat are intended for public use.

I further certify that no part of this Partial Plat of Vacation is located within a special flood hazard area as identified by the Federal Emergency Management Agency as show on said Plat.



Given under my hand and seal at Springfield, Illinois on

November 13, 2023

Jeremy L. Smith
Illinois Professional Land Surveyor No. 3804
Expires 11/30/2024

2023-548

G:\jbsa\2023\23203\Survey\V-PLAT-VACATION.dwg, CERTS

ACCEPTANCE CERTIFICATE

THE PARTIAL PLAT OF VACATION OF THIS SUBDIVISION LOT IS APPROVED BY THE SPRINGFIELD - SANGAMON COUNTY REGIONAL PLANNING COMMISSION AND THE CITY ENGINEER, SUBJECT TO THE CERTIFICATIONS SET FORTH IN SECTION 153.148 OF THE 1988 SPRINGFIELD CODE, AS AMENDED.

DATED :

SPRINGFIELD SANGAMON COUNTY
REGIONAL PLANNING COMMISSION

BY :

EXECUTIVE DIRECTOR

CITY ENGINEER

DATE

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY THE CITY ENGINEER OF THE CITY OF SPRINGFIELD, BEFORE ME

THIS DAY OF , 2023.

(NOTARY PUBLIC)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: Nov. 21, 2023

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel R. Crouse

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Vacation

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING/DENYING THE PARTIAL PLAT OF VACATION OF
LOT 355 IN DEERFIELD FOURTEENTH ADDITION
THE OFFICE OF PUBLIC WORKS

FOR

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

CONTRACTOR / VENDOR NAME _____

VENDOR NO: _____

CONTRACT TERM _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance approving/denying the partial plat of vacation of Lot 355 in Deerfield Fourteenth Addition for the Office of Public Works. The Regional Planning Commission and Land Subdivision Committee both recommends denial of the partial plat of vacation. The vacation is located at 5409 Crane Drive, Lot 355 in Deerfield Fourteenth Addition, located on the north side of Crane Drive and West of Mill Valley Lane.

SIGN OFF: _____

2023-548

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED PROPERTY
LOCATED AT NO ADDRESS ASSIGNED IN WOODSIDE TOWNSHIP OF
THE CITY OF SPRINGFIELD**

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

WHEREAS, the City of Springfield desires to annex properties that are unincorporated territory wholly surrounded by the City of Springfield and contains a total of less than 60 acres; and further described on the plats of annexation attached hereto as Exhibit "A"; and

WHEREAS, said properties are contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that no electors reside upon or occupy the territory; and

WHEREAS, notice of this annexation was duly published in a newspaper of general circulation within the territory to be annexed not less than 10 days before the passage of this ordinance in conformity with Chapter 65, Art 5, Section 7-1-13 of the Illinois Compiled Statutes; and

WHEREAS, trustees of the Chatham Fire Protection District, the Woodside Township Board of Trustees and Donald Duffy Township Commissioner of Highways have been given notice of this annexation in accordance with Chapter 65, Art 5, Section 7-1-13 of the Illinois Compiled Statutes; and

WHEREAS, the owners of the properties have been provided written notice of this annexation.

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

Section 1: That the areas described on the annexation plats attached as Exhibit "A" are, hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of Chapter 65, Art 5, Section 7-1-13 of the Illinois Compiled Statutes.

Section 2: That a certified copy of this ordinance and annexation plats together with an accurate map of the annexed territory shall be filed for recordation in the Sangamon County Recorder of Deeds Office, filed with the Sangamon County Clerk, and filed with the County Election Authorities having jurisdiction in the territory annexed.

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

PASSED: _____, 2023

SIGNED: _____, 2023

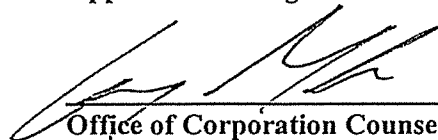
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

RECEIVED

NOV 09 2023

City Clerk's Office

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

TO: THE CITY COUNCIL AND THE CLERK OF THE CITY OF SPRINGFIELD, ILLINOIS:

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the City of Springfield to annex within its corporate limits, the following described real estate in the County of Sangamon (Please print or Type):

ADDRESS: No Address Assigned

TAX ID NUMBER: Pt 22-17.0-100-011 & 22-17.0-200-009

TOWNSHIP: Woodside

LEGAL DISCRIPTION: (Attach copy of Deed of Record to verify ownership)

All that part of the Former Union Pacific Railroad, now known as part of the Inter-Urban Trail, lying in the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois.

EXCEPT: that part described as follows: Commencing at a stone at the Northwest corner of said Northeast Quarter; thence North 89 degrees 15 minutes 01 seconds East on the North line of said Northeast Quarter, 2036.28 feet to a point; thence South 69 degrees 19 minutes 23 seconds West on the South Right-of-Way line of the former Union Pacific Railroad, 293.41 feet to an iron pin on said South Right-of-Way line, to the point of beginning; thence continuing South 69 degrees 19 minutes 23 seconds West on said former South Right-of-Way line, 547.74 feet; thence North 00 degrees 48 minutes 00 seconds West, 106.33 feet to North Right-of-Way line of the former Union Pacific Railroad; thence North 69 degrees 19 minutes 23 seconds East on said North Right-of-Way line, 235.75 feet; thence North 89 degrees 15 minutes 01 second East, 283.41 feet to the point of beginning.

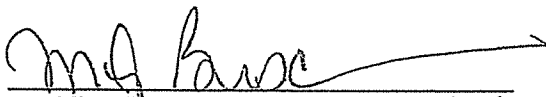
The above described parcel contains a total of 3.662 acres, more or less.

and for the purposes of authorizing the City of Springfield to enact an appropriate ordinance of annexation in the manner provided in Section 7-1-8 of the Illinois Municipal Code, and knowing that the certifications herein made will be relied upon by the City of Springfield, the undersigned persons certify to the City of Springfield the following:

1. That the above-described territory is now contiguous to the City of Springfield.
2. That the above-described territory is not within the corporate limits of any municipality.
3. This petition is **not** contingent upon approval of a zoning petition.
4. That no electors reside upon or occupy any lands within the above described territory.
5. That the undersigned persons and corporations, namely: **City of Springfield** is the true and correct owners of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Sangamon County, Illinois, and that there are no other persons, firms or corporations who have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed.

6. That said property is located within the **Chatham Fire Protection District** and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.
7. That said property is not situated within any public library district entitled to notice of this proceeding.
8. The above-described property will not be used as a retail business after annexation.
9. That a plat of the real estate sought to be annexed, prepared by a Licensed Professional Land Surveyor, is attached thereto.
10. This Petition may be executed in one or more counterparts and shall constitute one signed Petition.

City of Springfield

By: 
Misty Buscher, Mayor GEA

Attest: _____
Frank J. Lesko, City Clerk

CONTACT PERSON:
(Please print or type)

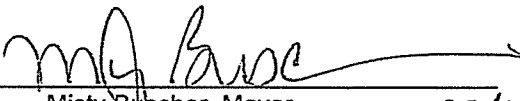
Name: Robert D. Lowe, PLS
Address: Room 203, Municipal Center West
Springfield, Illinois 62701
Daytime phone: 217-789-2255 x5230

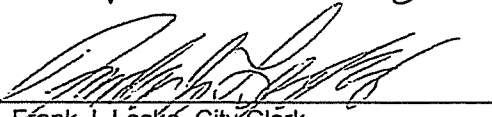
ACKNOWLEDGMENT BY OWNERS OF RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

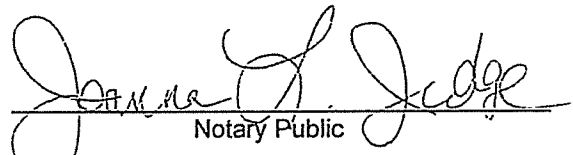
City of Springfield each being first duly sworn upon his or her separate oath deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above described property join in this Petition for Annexation.

City of Springfield

By: 
Misty Buscher, Mayor *GEM*

Attest: 
Frank J. Lesko, City Clerk

Subscribed and sworn to before me each of the persons whose signatures appear above this
9 day of November, 2023.


Notary Public

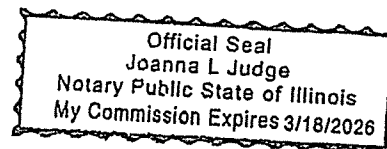


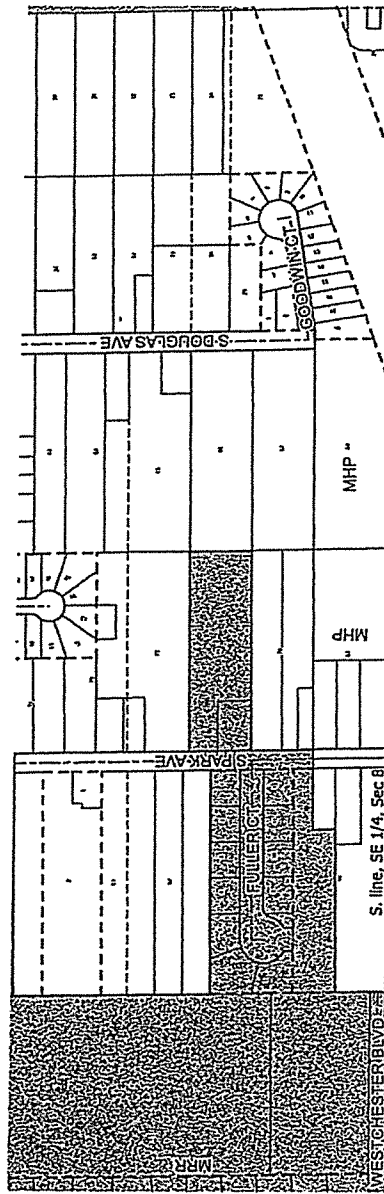
EXHIBIT
A 1012

PIN: P122-17.0-100-011
& 22-17.0-200-009
NO ADDRESS ASSIGNED

ANNEXATION PLAT

NE 1/4, Sec 17, T15N, R5W, 3rd PM

DESCRIPTION:
All that part of the Former Union Pacific Railroad, now known as part of the Inter-Urban Trail, lying in the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 4.561 acres, more or less.



Scale: 1 Inch = 300 feet

- ☒ Proposed Annexation
- ☒ Springfield Corp. Units
- (100.00') Record Distance

NOTE:
The parcel shown is based on the Plat recorded as Document Number 2006R48867 in the Sangamon County Recorder's Office.



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

Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2024

9/18/2023
Date

Legal Notification Sheet

Gregory Moredock

Date: November 09, 2023

Petitioner's Name: Misty Buscher

Property Address: 0

Legal Description

All that part of the Former Union Pacific Railroad, now known as part of the Inter-Urban Trail, lying in the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 4.561 acres, more or less.

Public Library District: None

Fire Protection District: Chatham

Township & Commissioner: Woodside - Donald Duffy

Attorney: Corporation Counsel
City of Springfield
Room 101, Municipal Building

Electors: 0

ORDINANCE FACT SHEET

Department Information

Office Requesting: Public Works

Staff Member: Robert Lowe

Date: November 09, 2023

First Reading: 12/5/2023

Emergency Passage: N

Type of Ordinance: Annexation

Annexation Information

Petitioner Name: Misty Buscher

Property Address: No Address Assigned

Number of electors residing at property: 0

Are the petitioners the only electors: Y

Annexation contingent on zoning: N

Is an annexation agreement necessary: N



Director, Public Works/City Engineer

Mayor

GEM



Director, OBM

November 09, 2023

Page 1 of 1

2023-549

17913

PETITION FOR ANNEXATION

(City Clerk Received)

SEP 25 2023

City Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

TO: THE CITY COUNCIL AND THE CLERK OF THE CITY OF SPRINGFIELD, ILLINOIS:

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the City of Springfield to annex within its corporate limits, the following described real estate in the County of Sangamon (Please print or Type):

ADDRESS: N/A

TAX ID NUMBER: 22-17.0-200-009

TOWNSHIP: WOODSIDE

LEGAL DESCRIPTION: SEE ATTACHED QUIT CLAIM DEED

and for the purposes of authorizing the City of Springfield to enact an appropriate ordinance of annexation in the manner provided in Section 7-1-8 of the Illinois Municipal Code, and knowing that the certifications herein made will be relied upon by the City of Springfield, the undersigned persons certify to the City of Springfield the following:

1. (Circle either (a) or (b) as is appropriate)

☒ (a) That the above-described territory is now contiguous to the City of Springfield.

(b) That the above-described territory is not now contiguous to the City of Springfield and this petition is contingent upon approval of an annexation agreement.

2. That the above-described territory is not within the corporate limits of any municipality.

3. This petition is not contingent upon approval of a zoning petition.

4. (Circle either (a) or (b) as is appropriate) (An elector is a registered voter)

☒ (a) That no electors reside upon or occupy any lands within the above described territory.

(b) That the undersigned person(s), namely: _____

_____ are the only electors who reside upon or occupy any property within the above described territory, and all join in this petition. A total of _ persons, including non-electors, reside upon lands within the above-described territory.

2023-549

5. That the undersigned persons and corporations, namely: Legacy Pointe Development Company, LLC are the true and correct owners of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Sangamon County, Illinois, and that there are no other persons, firms or corporations who have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed.
6. (Circle either (a) or (b) as is appropriate):
- (a) That said property is not situated within any fire protection district entitled to notice of this proceeding.
- ☒ (b) That said property is located within the Chatham Fire Protection District and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.
7. (Circle either (a) or (b) as is appropriate):
- ☒ (a) That said property is not situated within any public library district entitled to notice of this proceeding.
- b) That said property is located within _____ Library District and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.
8. (Circle either (a) or (b) as is appropriate):
- a) The above-described property will be used as a retail business after annexation.
- ☒ (b) The above-described property will not be used as a retail business after annexation.
9. That a plat of the real estate sought to be annexed, prepared by a Licensed Professional Land Surveyor, is attached thereto.
10. The undersigned are the Owners of Record and all of the Electors residing on the property to be annexed, and this Petition may be executed in one or more counterparts and shall constitute one signed Petition.

(Signature of Petitioner)


(Signature of Petitioner)

(Signature of Petitioner)

(Signature of Petitioner)

(Signature of Petitioner)

(Signature of Petitioner)

CONTACT PERSON:
(Please print or type)

Name: Steve Luker

Address: 2050 West Iles, Suite F
Springfield, Illinois 62704

Daytime phone: (217)793-3339

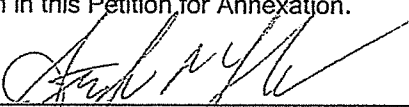
E-Mail Address: sluker@legacypointe.net

ACKNOWLEDGMENT BY OWNERS OF RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

Steve Luker being first duly sworn upon his or her separate oath deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all owners of record join in this Petition for Annexation.

(Owner of Record)



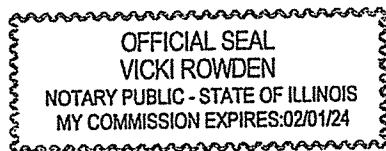
(Owner of Record)

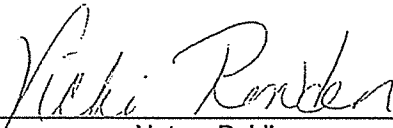
(Owner of Record)

(Owner of Record)

Subscribed and sworn to before me each of the persons whose signatures appear above this

19th day of September, 2023.





Notary Public

PIN: P1-22-17-0-100-011
& 22-17-0-200-009
NO ADDRESS ASSIGNED

DESCRIPTION:
All that part of the Former Union Pacific Railroad, now known as part of the Inter-Urban Trail, lying in the Northeast Quarter of Section 17, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, containing 4.561 acres, more or less.

ANNEXATION PLAT

NE 1/4, Sec 17, T15N, R5W, 3rd PM

☒ Proposed Annexation
Springfield Corp. Limits
(100.00') Record Distance

Scale: 1 inch = 300 feet

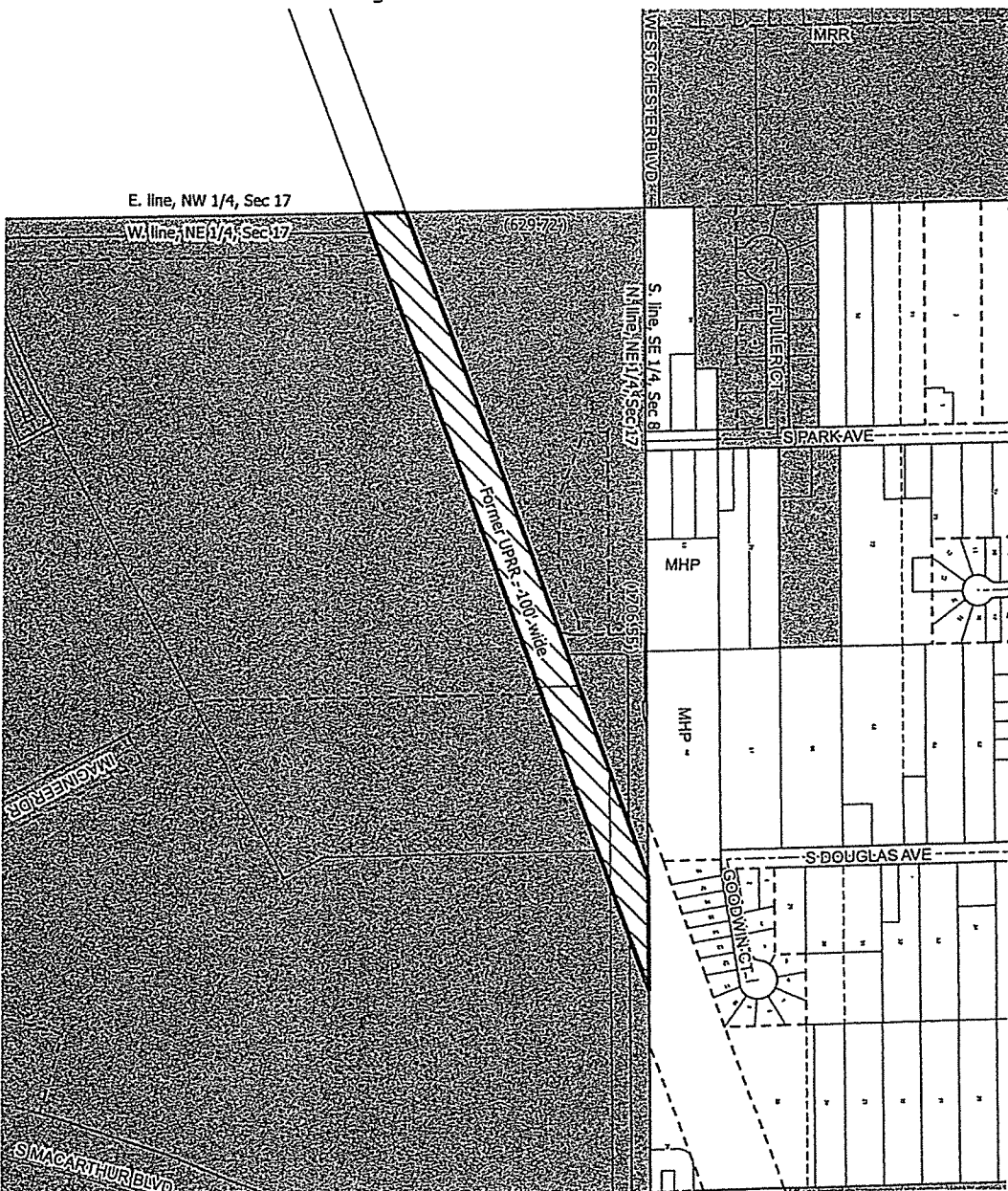


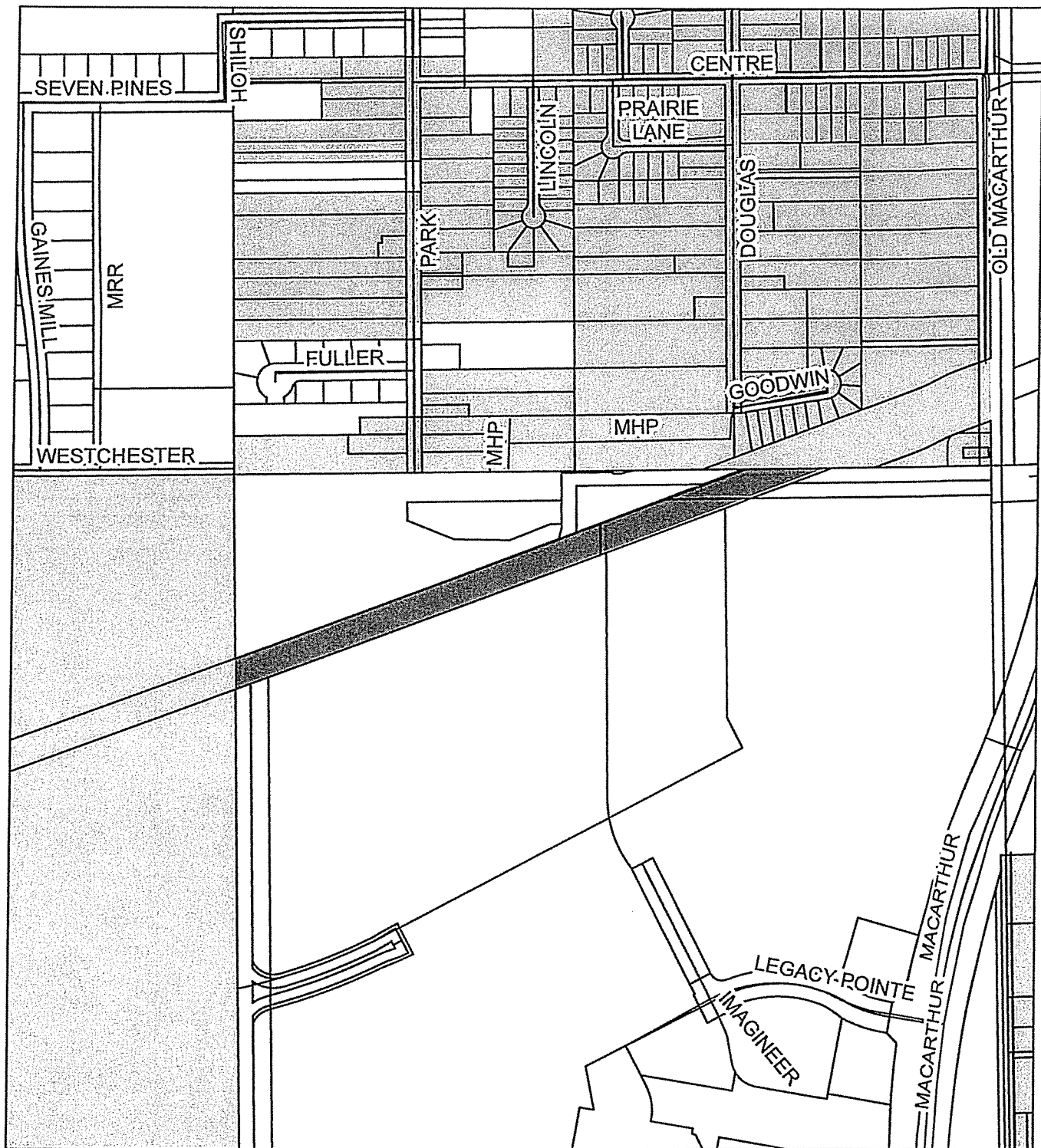
NOTE:
The parcel shown is based on the Plat recorded as Document Number 2006R49867 in the Sangamon County Recorder's Office.



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

Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2024





LOCATION MAP

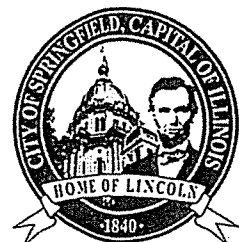
Scale: 1 inch = 500 feet

Legend

-  Proposed Annexation
-  Springfield Corp. Limits

Petitioner: City of Springfield

Tax Number: Pt 22-17.0-100-011 &
22-17.0-200-009





* 2 0 1 2 R 2 3 6 0 8 *

2012R23608

06/22/2012 04:20PM

REC FEE: 30.00

RHSP FEE: 10.00

TOTAL: \$40.00

PAGES: 5

DELLA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

PREPARED BY
AND RETURN TO:
Michael G. Horstman Jr.
Sorling, Northrup, Hanna,
Cullen & Cochran, Ltd.
Suite 800 Illinois Bldg.
P.O. Box 5131
Springfield, IL 62705
Telephone: 217/544-1144

QUIT CLAIM DEED

The Grantor, the **CITY OF SPRINGFIELD, ILLINOIS**, an Illinois municipal corporation, for and in consideration of the sum of Ten or More Dollars in hand paid, CONVEYS and QUIT CLAIMS to **LEGACY POINTE DEVELOPMENT COMPANY, LLC**, an Illinois limited liability company, all right, title, and interest of the Grantor, in and to the real estate legally described as follows:

See Exhibit A attached hereto and incorporated herein

Situated in the City of Springfield, in the County of Sangamon, in the State of Illinois, hereby releasing and waiving all right under and by virtue of the Homestead Exemption Laws of this State.

Dated this 2nd day of May, 2011.

CITY OF SPRINGFIELD, ILLINOIS

By: J. Michael Houston
J. Michael Houston, Mayor

ATTEST:

Cecilia K. Tumulty
Cecilia K. Tumulty, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that J. Michael Houston, Mayor, and Cecilia K. Tumulty, City Clerk, of the CITY OF SPRINGFIELD, ILLINOIS, personally known to me to be the Mayor and City Clerk of said municipal corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk they signed, sealed, and delivered the foregoing instrument and caused the corporate seal of said corporation to be affixed

thereto, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of May, 2011.



Janet L. Cooper
Notary Public

Exempt under provisions of paragraph E, Section 1,
Real Estate Transfer Tax Act.

Dated: May 2, 2011

Timothy J. Pedersen
Seller, Buyer or Representative

GRANTEE:

Legacy Pointe Development Company, LLC
3601 West Wabash Avenue, Suite 101
Springfield, IL 62711

PROPERTY ADDRESS:

No Common Address Assigned

TAX BILL TO:

Legacy Pointe Development Company, LLC
3601 West Wabash Avenue, Suite 101
Springfield, IL 62711

TAX IDENTIFICATION NUMBER:

Part of 22-17.0-504-001

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND TRACT SURVEY REQUIREMENTS
(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS)
)SS
COUNTY OF SANGAMON)

DATE: 5/2/11

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

- () a. NOT A DIVISION OF LAND;
 - 0 1. conveyance of entire parcel as described in current tax records,
 - () 2. conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date _____ and the document number _____.
- () b. A division or subdivision of land into tracts of five acres or more in size which does not involve any new streets or easements of access;
 - ** () 1. Division by metes and bounds description;
 - () 2. Fractional Parts Division;
- () c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets or easement of access;
 - ** () 1. Division is being done to create a new building site;
 - () 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;
- ** () d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created;
- () e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements of access;
- () f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 0 g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;

- () h. A conveyance made to correct descriptions in prior conveyances;
- ** (x) i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- ** () j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- () k. A division of land to allow fee simple sale of a duplex. Indicate PUD name or zoning variance ordinance allowing this division _____.

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

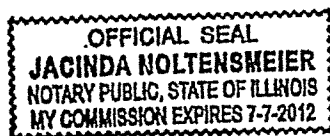
X Plat Officer Approval is required and attached. 2012R23606

_____ Plat Officer Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Officer review.

Further affiant sayeth not.

Signature: Tracy Pedersen

SUBSCRIBED AND SWORN to before me this 2 day of May, 200201



Jacinda Noltensmeier
Notary Public

S:\Affidavits\Plat Affidavit.doc



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	LEGACY POINTE DEVELOPMENT COMPANY, LLC		
Principal Address	2050 W. ILES, SUITE F SPRINGFIELD, IL 62704		
File Number	01691317	Status	ACTIVE on 11-03-2022
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	12-05-2005	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	11-03-2022	Annual Report Year	2022
Agent Information	MICHAEL G HORSTMAN JR 1 N OLD STATE CAPITAL PLZ #200 SPRINGFIELD, IL 62701	Agent Change Date	08-28-2012

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Managers	↑ Address
LUKER, STEVE	2050 W. ILES, SUITE F SPRINGFIELD, IL 62704

Showing 1 to 1 of 1 entries

Previous 1 Next

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT WITH WEITEKAMP HOLDINGS LLC FOR PROPERTY LOCATED AT 1220 OLD TORONTO ROAD, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Weitekamp Holdings LLC ("Owner") has filed a petition that the City annex certain property legally described as follows:

The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPTING the East 20.00 feet thereof, containing 1.324 acres, more or less.

Commonly known as 1220 Old Toronto Road, PIN: 22-35.0-102005; and

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; 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 an annexation agreement with Weitekamp Holdings, LLC to consider the annexation of property located at 1220 Old Toronto 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: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 11/16/23

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 **WEITEKAMP HOLDINGS LLC**("Owner(s)"), a Limited Liability Corporation and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2023.

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, **WEITEKAMP HOLDINGS LLC**, are the owner(s) of record of a tract of Land consisting of approximately 1.324 acres (rectangularly shaped parcel) located at 1220 Old Toronto Road, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: 22-35.0-102-005, 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 _____, 2023, 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.

2023-550

Section 3. Improvements

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 Old Toronto Road and Crows Mill 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. Right-of-Way Dedication

The Owner(s) shall dedicate and convey to the City the property described in Exhibit B for the improvements to Old Toronto Road and Crows Mill Road. Such dedication and conveyance shall be at no cost to the City. The deed of right of way shall be prepared by the City, or may be dedicated through the platting process. The method of dedication shall be determined by the City. The Owner(s) shall be required to provide a plat of right-of-way based upon a survey at the time the Owner(s) sign this Agreement.

Section 5. Conveyance of Real Estate

Any conveyance, dedication or donation of real estate required of the Owner(s) to the City or any government authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed or plat of dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

1. Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
2. Terms of this Agreement;
3. General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication. At the time the conveyance is accepted by the City, the Owner(s) shall calculate a pro-ratio of the taxes for the property conveyed, and shall provide payment to the City for Owner(s) share of the taxes. Payment shall be by cash or check, payable to "City of Springfield", and shall be delivered to the Office of Public Works, 300 South Seventh Street, Springfield, Illinois 62701;
4. Such other exceptions acceptable to the City.

D. Commitment for Title Insurance. The Owner(s) shall provide to the City, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from a title insurance company acceptable to the City. The commitment for title insurance shall be in usual and customary form subject only to:

1. The usual and customary standard exceptions contained therein;

2. Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
3. Subparagraphs 1 and 2 of paragraph C above;
4. Such other exceptions as are acceptable to the City.

The commitment for title insurance shall be in the amount of One Thousand and no/100ths Dollars (\$1,000.00) and shall be dated not less than thirty (30) days prior to the time for delivery of the deed, conveyance or dedication.

All title insurance charges herein provided shall be borne by the Owner(s).

E. Taxes, Liens, Assessments, etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed to delivery of the deed, conveyance or dedication. To the extent that any such tax cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, the Owner(s) hereby covenant that they will indemnify, hold harmless and defend the City against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the Owner(s) and City, otherwise at a date, time and place set by City not less than thirty (30) days after notice thereof is given by the City to the Owner(s).

Section 6. Water Service

a.) The Land has frontage on a 10-inch water main owned and operated by the City running along Old Toronto Road. Owner(s) shall be permitted to tap on to said municipal water main for the purpose of servicing an existing building located on the Land.

b.) The Owner(s) agrees to pay a 1" service tap fee of \$1,200.00 for service to the existing building located on the Land. If the Owner(s) wishes to service any other buildings on the Land, Owner(s) shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

c.) The Owner(s) agrees to pay the cost associated with the City installing a fire hydrant in front of the property along Old Toronto Road.

d.) The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

e.) The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

f.) The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

g.) Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 7. 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.

If additional 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 8. 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 9 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 10. 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):
WEITEKAMP HOLDINGS LLC
Attn: Scott Weitekamp
33516 Tamarak Drive
Springfield, IL 62712

With a copy to:

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

Section 11. Time

Time shall be of the essence in this Agreement.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 GEA

ATTEST: _____
City Clerk

OWNER - WEITEKAMP HOLDINGS LLC

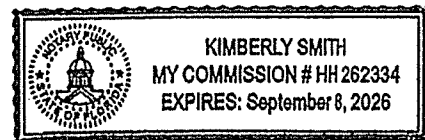
By: David Scott Weitekamp

Florida
STATE OF ~~ILLINOIS~~)
Lake) SS.
COUNTY OF ~~SANGAMON~~)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David Scott Weitekamp personally known to me to be the Manager of WEITEKAMP HOLDINGS LLC and 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 forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of OCTOBER, 2023.

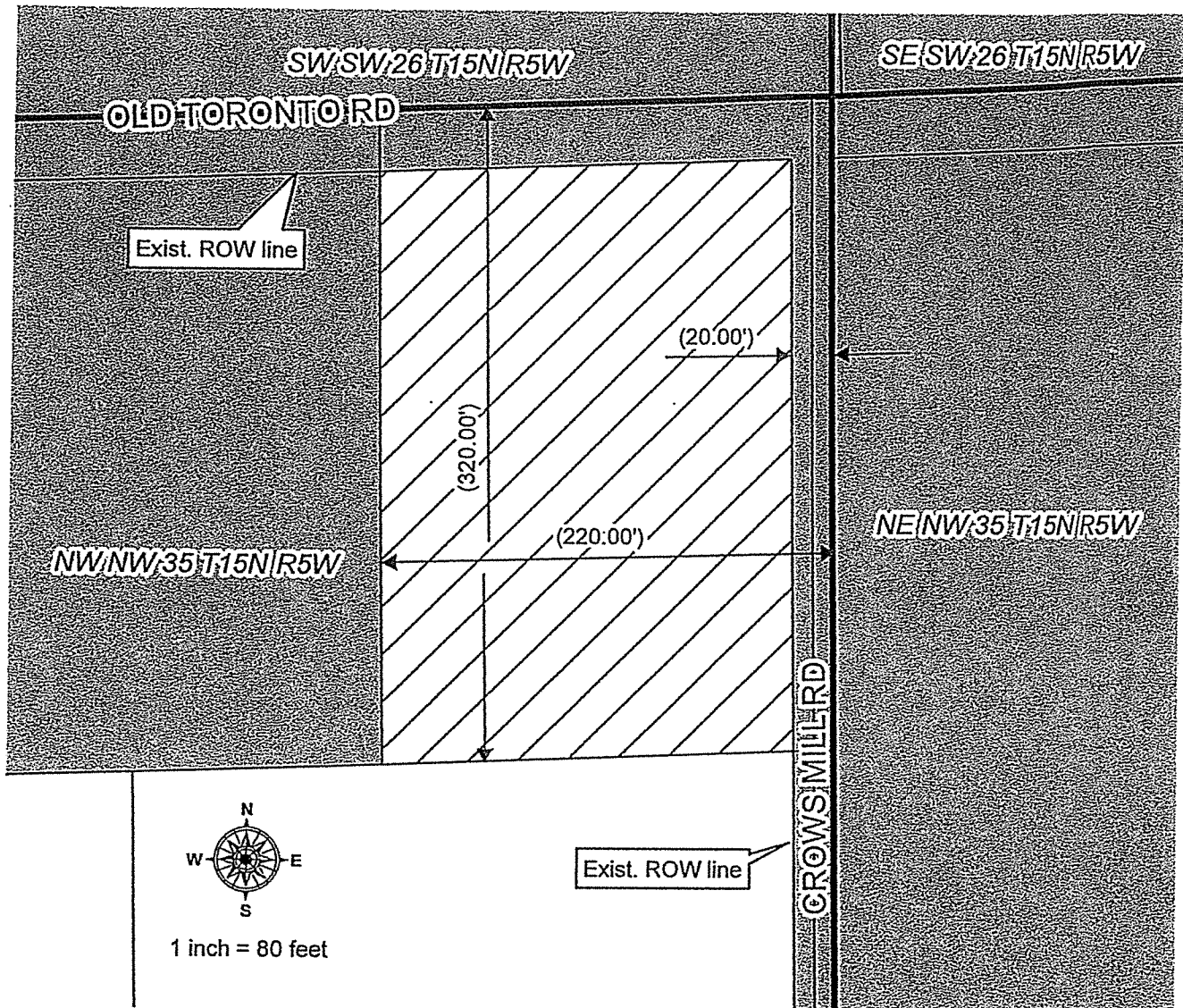
Kimberly Smith
Notary Public



PIN: 22-35.0-102-005
1220 Old Toronto Rad

ANNEXATION PLAT

NW 1/4, NW 1/4, Sec 35, T15N, R5W, 3rd PM



DESCRIPTION:

The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPTING the East 20.00 feet thereof, containing 1.324 acres, more or less.

- Qtr Qtr Section line
- Proposed Annexation
- City of Springfield
- (20.00') Record Distance

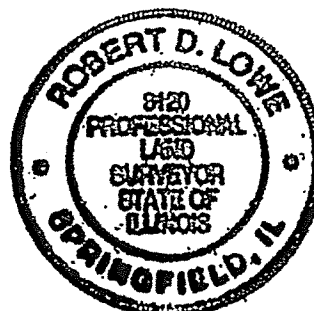
NOTE:

The parcel shown is based on the deed recorded as Document Number 2017R07966 in the Sangamon County Recorder's Office.

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

Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2020

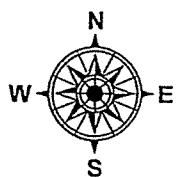
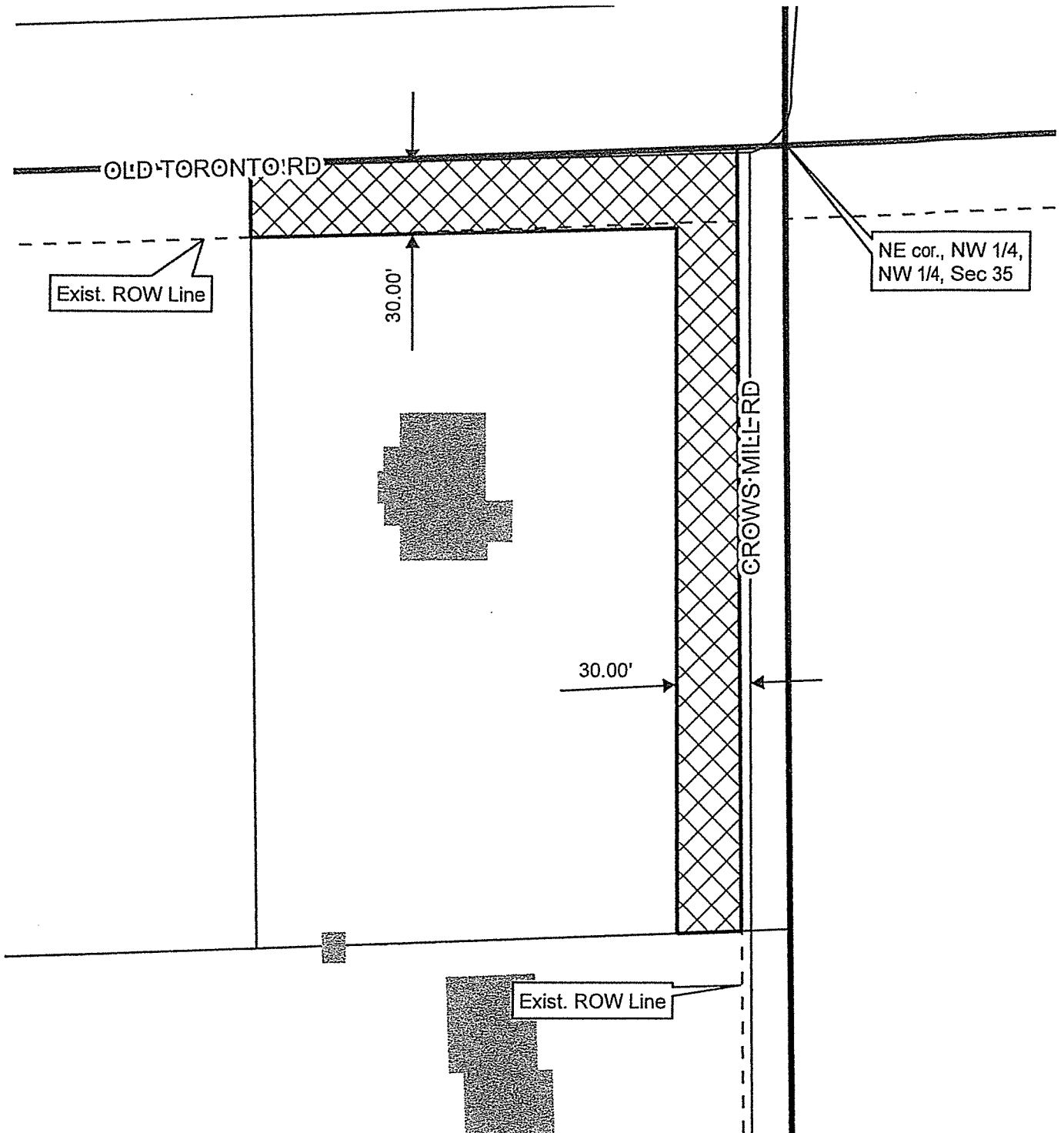
12/6/2019
Date



2028-550

Proposed Right-of-Way Exhibit

NW 1/4, NW 1/4, Sec 35, T15N, R5W, 3rd PM



1 inch = 60 feet

Legend

- Building Footprint
- Parcel Lines
- Proposed ROW
- Qtr Qtr Sec Line

Exhibit B

2023-550

Exhibit B
Weitekamp Proposed ROW
Legal Description

All that part of the following described property lying within 30.00 feet of the centerline of Old Toronto Road and lying within 30.00 feet of the centerline of Crows Mill Road:

The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPTING the East 20.00 feet thereof, containing 1.324 acres, more or less.

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY
LOCATED AT 1220 OLD TORONTO 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, Weitekamp Holdings LLC ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPTING the East 20.00 feet thereof, containing 1.324 acres, more or less.

Commonly known as 1220 Old Toronto Road, PIN: 22-35.0-102005 and as further described on the plat of annexation attached hereto as Exhibit "A"; and

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

WHEREAS, trustees of the Chatham Public Library District, the Lake Springfield Fire Protection District and the Woodside Township Commissioner of Highways, Donald Duffy, 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 at Exhibit "A" shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

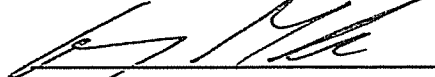
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Request by: Office of Public Works

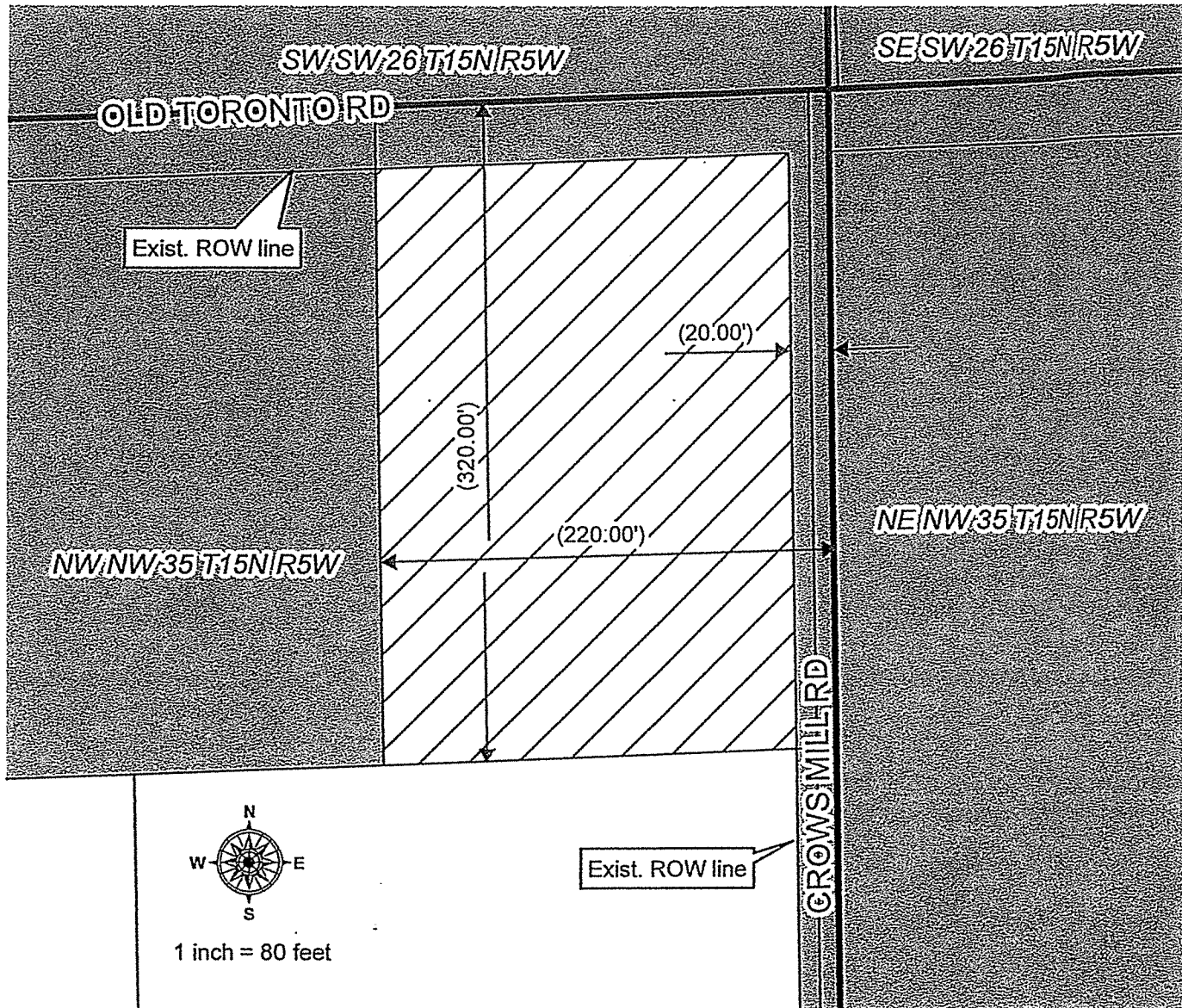
 4/16/23

Office of Corporation Counsel / Date

PIN: 22-35.0-102-005
1220 Old Toronto Rad

ANNEXATION PLAT

NW 1/4, NW 1/4, Sec 35, T15N, R5W, 3rd PM



DESCRIPTION:

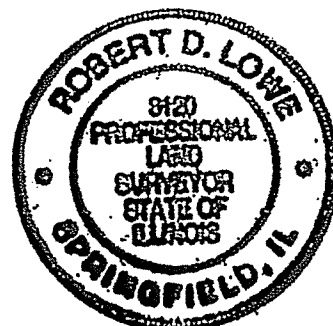
The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPTING the East 20.00 feet thereof, containing 1.324 acres, more or less.

- Qtr Qtr Section line
- Proposed Annexation
- City of Springfield
- (20.00') Record Distance

NOTE:

The parcel shown is based on the deed recorded as Document Number 2017R07966 in the Sangamon County Recorder's Office.

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



Robert D. Lowe
Illinois Professional Land Surveyor No. 3120
License Expires 11/30/2020

12/6/2019
Date

Legal Notification Sheet

Gregory Moredock

Date: October 31, 2023

Petitioner's Name: **Scott Weitekamp**

Property Address: **1220 OLD TORONTO RD
SPRINGFIELD, IL 62712**

Legal Description

The North 320.00 feet of the East 220.00 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, EXCEPT the East 20.00 feet thereof for highway purposes.

Public Library District: **Chatham**

Fire Protection District: **Lake Springfield**

Township & Commissioner: **Woodside - Donald Duffy**

Attorney: **Corporation Counsel
City of Springfield
Room 101, Municipal Building**

Electors: 0

ORDINANCE FACT SHEET

Department Information

Office Requesting: Public Works

Staff Member: Robert Lowe

Date: October 31, 2023

First Reading: 11/21/2023

Emergency Passage: N

Type of Ordinance: Annexation Agreement

Annexation Information

Petitioner Name: Scott Weitekamp

Property Address: 1220 OLD TORONTO RD

Number of electors residing at property: 0

Are the petitioners the only electors: Y

Annexation contingent on zoning: N

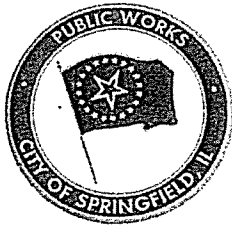
Is an annexation agreement necessary: Y


Director, Public Works/City Engineer

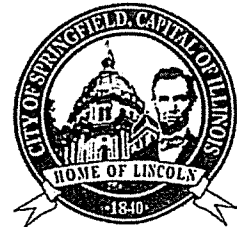
Mayor


GEM


Director, OBM



Office of Public Works
City of Springfield, Illinois
David Fuchs, Director
Rm 203, Municipal Center West
Springfield, Illinois 62701



MEMORANDUM

TO: Linda O'Brien
Assistant Corporation Counsel

FROM: Robert D. Lowe, PLS (217) 789-2255 Ext. 5230

DATE: October 31, 2023

RE: Annexation Petition
1220 Old Toronto Road
Weitekamp Holdings LLC

Springfield

*Needs publication
not more
than 30
or less
than 65*

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk to send the notifications.

REQUEST FIRST READING ON: November 21, 2023

*Second
Reading 12-5-23*

17911

2023-551

ORDINANCE FACT SHEET

Department Information

Office Requesting: Public Works

Staff Member: Robert Lowe

Date: October 31, 2023

First Reading: 11/21/2023

Emergency Passage: N

Type of Ordinance: Annexation

Annexation Information

Petitioner Name: Scott Weitekamp

Property Address: 1220 OLD TORONTO RD

Number of electors residing at property: 0

Are the petitioners the only electors: Y

Annexation contingent on zoning: N

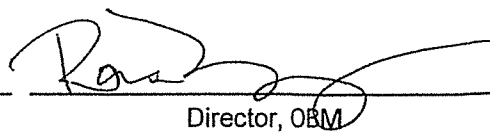
Is an annexation agreement necessary: N



Director, Public Works/City Engineer

Mayor


GEN



Director, OBM

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE
AMOUNT OF \$77,804.00 FROM UNAPPROPRIATED FUND BALANCE TO
ACCOMMODATE SALARIES AND FRINGE BENEFITS FOR THREE NEW CITY
GARAGE ZONE MANAGERS, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$77,804.00 from unappropriated fund balance to accommodate salaries and fringe benefits for three new City garage zone managers for the remainder of FY24.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$77,804.00 from unappropriated fund balance for the Office of Public Works to accommodate salaries and fringe benefits for three new City garage zone managers for the remainder of FY24.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$77,804.00 from unappropriated fund balance into the following accounts:

EXPENDITURE ACCOUNT	AMOUNT
001-110-WORK-GARA-1102	\$51,176.00
001-110-WORK-GARA-1106	\$56.25
001-110-WORK-GARA-1107	\$6,993.00
001-110-WORK-GARA-1108	\$4,008.00
001-110-WORK-GARA-1109	\$14,523.75
001-110-WORK-GARA-1119	\$523.50
001-110-WORK-GARA-1121	\$523.50
TOTAL	\$77,804.00

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

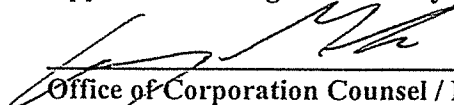
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/6/23
Office of Corporation Counsel / Date

GARA

001	110	WORK	GARA	1102	Regular Salaries	\$51,176.00
001	110	WORK	GARA	1106	Unemployment Compensation	\$56.25
001	110	WORK	GARA	1107	Retirement -- Imrf	\$6,993.00
001	110	WORK	GARA	1108	Retirement -- Fica	\$4,008.00
001	110	WORK	GARA	1109	Employee Insurance	\$14,523.75
001	110	WORK	GARA	1119	Sick Leave Payout Contribution	\$523.50
001	110	WORK	GARA	1121	Workers' Comp Contribution	\$523.50
					Activity Sum:	\$77,804.00

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

11/21/2023

OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt Gairani

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental AppropriationFISCAL IMPACT: \$77,804.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$77,804.00 TO ACCOMMODATE SALARIES AND FRINGE BENEFITS FOR THREE NEW CITY GARAGE ZONE MAINAGERS FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Unappropriated Fund Balance

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	WORK	GARA	1100s	\$77,804.00
2						
3						
4						

See Attachment

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

An ordinance authorizing a supplemental appropriation from unappropriated fund balance to accommodate the salaries and fringes for three new City Garage Zone Managers for the remainder of FY24.

SIGN OFF: _____

SIExcelForms(Supp App) - Overline Sewer Dept

The information supplied on this form is not confidential information.

Revised 5/26/04

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY SPRINGFIELD CARRIAGE COMPANY D/B/A SPRINGFIELD CARRIAGE COMPANY LOCATED AT 724 E. EDWARDS

WHEREAS, Springfield Carriage Company d/b/a Springfield Carriage Company currently holds a Class "D" liquor license located at 724 E. Edwards; and

WHEREAS, the business has closed; and

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

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

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date

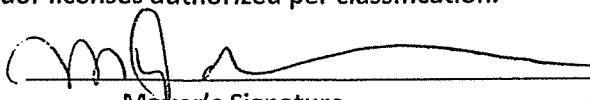
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/21/2023	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Springfield Carriage Company dba Springfield Carriage Company		
LOCATION:	724 E. Edwards		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Sold		

Column 1	Column 2	Column 3	Column 4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

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.

SIGN OFF:


Mayor's Signature

GEM

11/16/23
Date

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "E" AND
INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE
FOR MALIBU JACK'S SPRINGFIELD, LLC D/B/A MALIBU JACK'S
SPRINGFIELD LOCATED AT 2501 WABASH AVENUE**

WHEREAS, Malibu Jack's Springfield, LLC d/b/a Malibu Jack's Springfield currently holds a Class "E" liquor license for the business known as Malibu Jack's located at 2501 Wabash Avenue and has applied for a Class "D" license; and

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

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "E" liquor licenses and approves an increase in the number of Class "D" liquor licenses by one for Malibu Jack's Springfield, LLC d/b/a Malibu Jack's Springfield located at 2501 Wabash Avenue.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

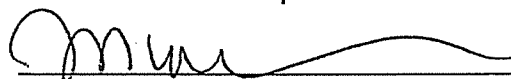
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
11/21/2023	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Malibu Jack's Springfield LLC d/b/a Malibu Jack's Springfield		
LOCATION:	2501 Wabash Ave.		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ X NO	
REASON FOR EMERGENCY:			
Increase / Decrease Please indicate below if increasing "I" or decreasing "D"			
REASON FOR I / D			

Column 1	Column 2	Column 3	Column 4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant	1:00 a.m.
D	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

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.

SIGN OFF:



Mayor's Signature

GEM

11/16/23

Date

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BASHAM GOVERNMENT SOLUTIONS, LLC UNDER RFQ MA24-18, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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 sought professional lobbying services under RFQ MA24-18; for the City; and

WHEREAS, Basham Government Solutions, LLC is submitted the best proposal and is willing and able to serve as a professional lobbying service provider for the City for an amount not to exceed \$75,000.00; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Basham Government Solutions, LLC, for professional lobbying services for a one-year term and for an amount not to exceed \$75,000.00; and

WHEREAS, a copy of the Agreement with Basham Government Solutions, LLC shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a one-year agreement with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services under RFQ MA24-18.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

PASSED: _____, 2023

SIGNED: _____, 2023

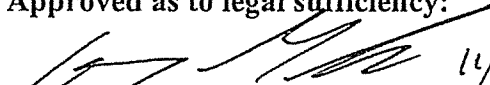
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date

Basham Government Solutions, LLC

Overview & Scope of Services

There are many qualities that make the City of Springfield unique among other communities in this state. It is the seat of Illinois State Government and the Home of Abraham Lincoln. It is centrally-located and rich with history and culture. Yet, it has not gotten the kind of support and investment from state government that other cities have received in recent years.

While there are many ways Springfield can and should benefit from a more active presence at the Illinois Statehouse, the receipt of greater economic development investments and incentives is arguably the greatest need and opportunity to pursue from the state. Ms. Basham is eager to work with the Office of the Mayor and the City Counsel to discuss ideas for how the City can be a more robust partner with, and receive greater investments from, the State of Illinois.

Specific legislative initiatives to pursue will require more discussion with the Office of the Mayor, City Aldermen and Alderwomen, and other stakeholders. However, the following is a sample of the services that would be rendered by Basham Government Solutions, LLC:

1. Initiate legislation – Should the City wish to pursue a change to state statute, Ms. Basham will usher the proposal through each step of the legislative process and engage with the necessary officials, staff, and stakeholders.
2. Monitor and engage on pending legislation – Ms. Basham monitors all filed legislation and pending administrative rules and will identify pending issues that may have a positive or negative impact on the City. Upon review and discussion, Ms. Basham will engage on those issues as needed.
3. Engage in the budget-making process – Should the City wish to pursue an appropriation of state funding or any legislation that will result in a fiscal impact to the state, the request or proposal will be tied to the budget-making process. This will involve a unique series of discussions with legislators and staff from both the legislative and executive branches.
4. Ms. Basham will maintain a full-time presence in Springfield to (i) lobby and monitor the City's legislative goals, (ii) provide critical intelligence on related developments, and (iii) assist the City to develop and implement necessary and/or appropriate responses. There will be regular conversations to provide updates and discuss strategy. Ms. Basham will meet with the Mayor, her designee(s), City Council members and other stakeholders and interested individuals, as well as provide written reports.

The legislative process is complex, and frequent obstacles typically require adjustments to the planned approach. As a former Chief of Staff and Appropriations Director to the current and former House Speakers, Ms. Basham has unique insight into the best ways to navigate the legislative process and budget negotiations. She maintains long-standing relationships with the key staff and decision-makers in the legislative and executive branches to initiate the necessary conversations.

Consultant Background

Jessica Basham
Basham Government Solutions, LLC

Jessica Basham was employed with the Illinois House of Representatives for over 18 years. Most recently, Ms. Basham served as Chief of Staff to House Speaker Michael J. Madigan (June 2018 - January 2021), then to House Speaker Emanuel “Chris” Welch (January - August 2021), before resigning to start her private lobbying and consulting work. In her role as Chief, she managed the daily operations and schedule of the House of Representatives, as well as managed a staff of nearly 200 employees.

Before becoming Chief of Staff, Ms. Basham served as the Director of Research and Appropriations for the House Democratic Staff (January 2013 - June 2018), during which time she was the lead staff negotiator on the State Budget for the House Democratic Caucus. Before that role, she was a Research Analyst for the House Democratic Staff (January 2003 - January 2013), focusing primarily on revenue, gaming, and budget issues. Through her work with the House Democratic Staff, Ms. Basham has become an expert on the state budget, state and local taxation, and the legislative process itself.

Ms. Basham was born and raised in Springfield, attending Springfield School District 186 schools, and graduating from Springfield Southeast High School and later Robert Morris College in Springfield with a Bachelor’s Degree in Business Administration.

Commitment to Ethics, Diversity, Equity & Inclusion

Basham Government Solutions, LLC is a BEP Certified (Women Business Enterprise, WBE) business. Additionally, Basham Government Solutions, LLC has adopted anti-harassment and anti-discrimination policies.

As a registered lobbyist with the State of Illinois, Ms. Basham is required to comply with strict ethics guidelines. This compliance requires regular disclosure of clients and political expenditures, as well as training on state ethics laws and anti-harassment and discrimination requirements.

In her three years as Chief of Staff, Ms. Basham implemented numerous operational changes to the House of Representatives designed to increase the organization’s commitment to DEI principles, including but not limited to: (i) creating a Human Resources Unit to provide professional personnel management development and oversight to both members and staff; (ii) bringing numerous training sessions to both members and staff, including training on harassment, discrimination, and bullying prevention, civility and emotional awareness, professional development, and technical skills development; and (iii) engaging with outside counsel to perform an independent assessment of the workplace culture and recommendations for improvement.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

11/07/2023

OFFICE REQUESTING: Office of the MayorCONTACT PERSON: Misty BuscherPHONE NUMBER: 217-789-2000EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Request for ProposalFISCAL IMPACT: \$75,000.00

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

SUGGESTED TITLE:

An Ordinance authorizing the execution of an agreement between the City of Springfield and Basham Government Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor.

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

Basham Government Solutions overview & scopeBasham Consultant BackgroundCONTRACTOR / VENDOR NAME: Basham Government Solutions, LLC

VENDOR NO: _____

CONTRACT TERM: 1 YearChange 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: E: RFQ/Prof Services☐ 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

	Agency	Org	Activity	Object	Amount
1	001	101	MAYR	ADMN	1218
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Requests for Qualifications were sought in the fall of 2023 for professional lobbying services on behalf of the City. Five registered lobbyists submitted RFQs for review with Basham Government Solutions, LLC providing the best qualifications and proposal for these services. Recommendation is award for a one year contract not to exceed \$75,000 per authorized budget amount.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AMENDING ORDINANCE 376-09-21 TO CORRECT THE EXPENDITURE LINE REGARDING AN AGREEMENT WITH ARCHIMAGES, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR UP TO THREE FIRE STATIONS, IN AN AMOUNT NOT TO EXCEED \$725,000.00, FOR THE SPRINGFIELD FIRE DEPARTMENT

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, ordinance 376-09-21 authorized and agreement with Archimages, Inc. to provide architectural design services for up to three fire stations for the Springfield Fire Department; and

WHEREAS, it is necessary to amend ordinance 376-09-21 to correct the expenditure line for these services; and

WHEREAS, all other terms and conditions authorized by ordinance 376-09-21, not in conflict with this ordinance shall remain in full force and effect.

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

Section 1: That the City Council hereby amends ordinance 376-09-21 to correct the expenditure line for payment to Archimages, Inc. for architectural design services for up to three fire stations for the Springfield Fire Department in an amount not to exceed \$725,000.00. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Archimages, Inc., in an amount not to exceed \$725,000.00, from account number 001-107-GENC-VARI-2306.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel /Date

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
ARCHIMAGES, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR UP TO
THREE FIRE STATIONS, IN AN AMOUNT NOT TO EXCEED \$725,000.00, FOR
THE SPRINGFIELD FIRE DEPARTMENT**

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 requested proposals for architectural design services for up to three fire stations for the Springfield Fire Department; and

WHEREAS, Archimages, Inc. was the source selection and will perform the design services for an amount not to exceed \$725,000.00; and

WHEREAS, a copy of 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 an agreement with Archimages, Inc. to provide architectural design services for up to three fire stations for the Springfield Fire Department in an amount not to exceed \$725,000.00. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Archimages, Inc., in an amount not to exceed \$725,000.00, from account number 095-114-FIRE-INFR-2305.

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

PASSED: September 21, 2021

RECORDED: September 23, 2021

ATTEST: Frank J. Lesko
City Clerk Frank J. Lesko

SIGNED: September 23, 2021
James O. Langfelder
Mayor James O. Langfelder

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

Office of Corporation Counsel /Date

376 - 09 - 21

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Fire Department CONTACT PERSON: Miguel Valente
PHONE NUMBER: (217) 789-2191

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

TYPE OF ORDINANCE: Amendment FISCAL IMPACT: \$ -

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

SUGGESTED TITLE:

Amendment to correct accounting line. This is to correct the line item that this fund come out of. No fiscal impact.

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

CONTRACTOR / VENDOR NAME: Archimages, Inc. VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT:	\$ 725,000.00	1	\$ -
	(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one)

Previous Ord #'s 376-09-21

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

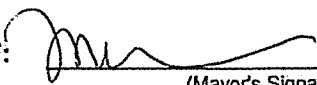
	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	2306	\$ -
2						
3						
4						

FUNDS CHECK BY: _____	Date: <u>11-13-2023</u>
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: <u>11/12/23</u>
CITY PURCHASING AGENT: _____	Date: _____

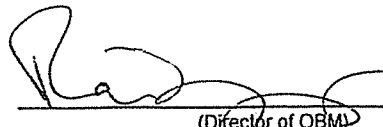
COMMENTS

To correct accounting line to: 001-107-GENC-VARI-2306. Amending ORD #376-09-21.

SIGN OFF:


(Mayor's Signature)

GEN


(Director of OBM)

AN ORDINANCE AUTHORIZING ADDITIONAL BUDGETARY HEADCOUNT BY 21 AND REQUESTING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$311,769.85 TO COVER ADDITIONAL COSTS FOR SALARY AND THE JANUARY 2024 ROOKIE CLASS IN FY24, FOR THE SPRINGFIELD FIRE DEPARTMENT

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, due to a lack of hiring in past years, expectation of upcoming retirements and need for manpower for the new firehouses, the Springfield Fire Department intends to hire a new class that will start January 10, 2024, and is requesting an increase in budgetary headcount by an additional 21 and a supplemental appropriation in the amount of \$311,769.85 from unappropriated fund balance to cover the additional salary costs and the January 2024 Rookie Class in FY24.

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

Section 1: That the City Council hereby authorizes an increase in budgetary headcount by an additional 21 and authorizes a supplemental appropriation in the amount of \$311,769.85 for the Springfield Fire Department to cover additional salary costs and the January 2024 Rookie Class in FY24.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$311,769.85 from unappropriated fund balance to expenditure lines as follows:

001-108-FIRE-FOPR-1102	\$215,809.49
001-108-FIRE-FOPR-1106	\$1,575.00
001-108-FIRE-FOPR-1108	\$67,777.50
001-108-FIRE-FOPR-1119	\$6,148.85
001-108-FIRE-FOPR-1121	\$12,159.01
001-108-FIRE-FOPR-1401	\$800.00
001-108-FIRE-FOPR-1414	\$7,500.00
TOTAL	\$311,769.85

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

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording by the City Clerk and publication in pamphlet form.

PASSED: _____, 2023

SIGNED: _____, 2023

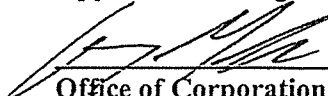
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

001-108-FIRE-FOPR-1102	\$ 215,809.49
001-108-FIRE-FOPR-1106	\$ 1,575.00
001-108-FIRE-FOPR-1108	\$ 67,777.50
001-108-FIRE-FOPR-1119	\$ 6,148.85
001-108-FIRE-FOPR-1121	\$ 12,159.01
001-108-FIRE-FOPR-1401	\$ 800.00
001-108-FIRE-FOPR-1414	\$ 7,500.00
Grand Total	\$ 311,769.85

FY 2024 EXPENSE BREAKDOWN

PROBATIONARY FIREFIGHTER 1ST YEAR

Hourly Rate \$ 21.8405
Requested Labor Hours 2651.04

START DATE: JANUARY 10, 2024

Hourly Rate \$ 21.8405
Requested Labor Hours 383.04

1102 - Reg Sal. \$ 57,900.04
1106 - Unemp \$ 75.00
1108 - Insurance \$ 19,365.00
1119 - SICK P/O \$ 1,974.00
1121 - WCOMP \$ 564.00
Total Salary \$ 79,878.04

1102 - Reg Sal. \$ 8,365.79
1106 - Unemp \$ 75.00
1108 - Insurance \$ 3,227.50
1119 - SICK P/O \$ 292.80
1121 - WCOMP \$ 579.00
Total Salary \$ 12,540.09

CLASS SIZE: 21

Hourly Rate \$ 21.8405
Requested Labor Hours 383.04

INSTRUCTOR PAY FOR 1

START DATE: JANUARY 10, 2024

Hourly Rate \$ 44.0000
Requested Labor Hours 304
1102 - Reg Sal. \$ 13,376.00
Total Salary \$ 13,376.00

1102 - Reg Sal. \$ 175,681.49
1106 - Unemp \$ 1,575.00
1108 - Insurance \$ 67,777.50
1119 - SICK P/O \$ 6,148.85
1121 - WCOMP \$ 12,159.01
Total Salary \$ 263,341.85

INSTRUCTOR PAY FOR 3
Grand Total \$ 40,128.00
Object Code 1102

SUPPLIES

Item	Quantity	Cost	Total	Object Code
Gear FF	21	\$ 3,500.00	\$ 73,500.00	1414
Misc. Gear	21	\$ 3,000.00	\$ 63,000.00	1414
Books	21	\$ 800.00	\$ 16,800.00	1401
			\$ 153,300.00	

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____OFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Ed CannyPHONE NUMBER: (217)788-8474EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

--

TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$ 311,769.85

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ADDITIONAL BUDGETARY HEADCOUNT OF 21 AND REQUESTING A SUPPLEMENTAL APPROPRIATION FOR THE SPRINGFIELD FIRE DEPARTMENT FOR THE ROOKIE CLASS OF JANUARY 2024 FOR FY 2024.

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

Expense Breakdown

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$ -
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1	Unappropriated Fund Balance				
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	Please see attached				
2					
3					
4					

FUNDS CHECK BY: <u>County Clerk</u>	Date: <u>11.08.2023</u>
DIRECTOR / SUPERVISOR SIGNATURE <u>[Signature]</u>	Date: <u>11/8/23</u>
CITY PURCHASING AGENT: <u>[Signature]</u>	Date: <u>11/9/23</u>

COMMENTS

The Springfield Fire Department intends to hire a new class that will start in January 10, 2024 to keep up with the current demand. These factors are due to a lack of hiring in past years, expecting more retirements in the near future, and to provide manpower for the new firehouses.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM) 11/9/2023

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$1,014,500.00 TO COVER ADDITIONAL SALARY
COSTS IN FY24, FOR THE SPRINGFIELD FIRE DEPARTMENT**

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

WHEREAS, the Springfield Fire Department is requesting a supplemental appropriation in the amount of \$1,014,500.00 from unappropriated fund balance to cover additional salary costs in FY24.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$1,014,500.00 for the Springfield Fire Department to cover additional salary costs in FY24.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$1,014,500.00 from unappropriated fund balance to expenditure lines as follows:

001-108-FIRE-FOPR-1104	\$1,000,000.00
001-108-FIRE-FOPR-1108	\$14,500.00
TOTAL	\$1,014,500.00

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

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording by the City Clerk and publication in pamphlet form.

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher, _____

 11/16/23
Office of Corporation Counsel / Date

Fund	Dept	Unit	Activity	Object	Jrnl Doc Record Date	Amount
001	108	FIRE	FOPR	1104	03/17/2023	\$43,968
001	108	FIRE	FOPR	1104	03/31/2023	\$53,308
001	108	FIRE	FOPR	1104	04/14/2023	\$85,519
001	108	FIRE	FOPR	1104	04/28/2023	\$92,264
001	108	FIRE	FOPR	1104	05/12/2023	\$72,392
001	108	FIRE	FOPR	1104	05/26/2023	\$88,871
001	108	FIRE	FOPR	1104	06/09/2023	\$125,931
001	108	FIRE	FOPR	1104	06/23/2023	\$121,451
001	108	FIRE	FOPR	1104	07/07/2023	\$150,111
001	108	FIRE	FOPR	1104	07/21/2023	\$154,385
001	108	FIRE	FOPR	1104	08/04/2023	\$114,374
001	108	FIRE	FOPR	1104	08/18/2023	\$107,790
001	108	FIRE	FOPR	1104	09/01/2023	\$121,439
001	108	FIRE	FOPR	1104	09/15/2023	\$138,492
001	108	FIRE	FOPR	1104	09/29/2023	\$118,789
001	108	FIRE	FOPR	1104	10/13/2023	\$117,219
001	108	FIRE	FOPR	1104	10/27/2023	\$137,742
001	108	FIRE	FOPR	1104	11/09/2023	\$139,341
001	108	FIRE	FOPR	1104	11/22/2023	\$129,000
001	108	FIRE	FOPR	1104	12/08/2023	\$148,462
001	108	FIRE	FOPR	1104	12/22/2023	\$129,000
001	108	FIRE	FOPR	1104	01/05/2024	\$148,462
001	108	FIRE	FOPR	1104	01/19/2024	\$104,462
001	108	FIRE	FOPR	1104	02/02/2024	\$129,000
001	108	FIRE	FOPR	1104	02/16/2024	\$129,000
001	108	FIRE	FOPR	1104	03/01/2024	\$104,462
001	108	FIRE	FOPR	1104	03/15/2024	<u>\$62,677</u>
			Total Fire Dept Overtime Forecasted			\$3,067,913
			Total FY 2024 Overtime As Budgeted			\$2,109,579
			Projected Final			(\$958,334)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Fire DepartmentCONTACT PERSON: Ed CannyPHONE NUMBER: (217)788-8474EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$ 1,014,500.00

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

SUGGESTED TITLE:

AN ORDINANCE REQUESTING A SUPPLEMENTAL APPROPRIATION FOR THE SPRINGFIELD FIRE DEPARTMENT TO COVER ADDITIONAL SALARY COSTS FOR FY 2024.

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: _____☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1			Unappropriated Fund Balance		
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1104 \$1,000,000
2	001	108	FIRE	FOPR	1108 \$ 14,500
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The Springfield Fire Department has exceeded its FY 24 original budget authority due to a delay in hiring probationary firefighters. These factors has caused an increase in the overtime expense line.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$53,650.00 TO RICHLAND COMMUNITY COLLEGE D/B/A MACON COUNTY LAW ENFORCEMENT TRAINING CENTER, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department utilized Richland Community College d/b/a Macon County Law Enforcement Training Center for training purposes of recruit class #23-20 from May 7, 2023, through August 25, 2023; and

WHEREAS, the Springfield Police Department recruit class #23-20 had eight recruits that attended the training; and

WHEREAS, it is necessary to authorize payment, in the amount of \$53,650.00, to the Richland Community College d/b/a Macon County Law Enforcement Training Center for use of the facility for training purposes by the Springfield Police Department.

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

Section 1: That the City Council hereby authorizes payment of \$53,650.00 to the Richland Community College d/b/a Macon County Law Enforcement Training Center for use of the facility for training purposes by the Springfield Police Department from May 7, 2023, through August 25, 2023. 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 make payment to the Richland Community College d/b/a Macon County Law Enforcement Training Center (ORIC3714) in an amount not to exceed \$53,650.00 from account number 001-112-POLC-POPR-1229.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill

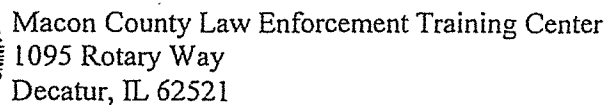
FROM: Anthony Quinones 

DATE: November 9, 2023

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with Richland Community College for the tuition of eight (8) SPD Recruits enrolled in the Macon County Law Enforcement Training Center in an amount not to exceed \$53,650.00 for the Springfield Police Department.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



Date	Invoice #
8/30/2023	23-1148

Account #		116479			Due Date		9/29/2023	
Date	Item	Quantity	Description	Unit	Rate	Amount		
5/12/23	BLEA Tuition	8	RC23-20 5/7-8/25/23 for Hanson, Braner, Briney, Byer, Farris, Giacomini, Miller and Thoele		7,400.00	59,200.00		
			*Tuition includes lodging, meals, wearables, supplies and ammunition		0.00	0.00		
	BLEA Tuition	0.25	RC23-20 partial tuition for Aubuchon 5/7-6/8/23		7,400.00	1,850.00		
	BLEA Tuition	-1	Discount for providing Class Advisor		7,400.00	-7,400.00		
			Please make check payable to Macon County Law Enforcement Training Center and send to: MCLETC 1095 Rotary Way Decatur, IL 62521					
					Total		\$53,650.00	

2023-559

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sole Source FISCAL IMPACT: \$ 53,650.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PAYMENT OF \$53,650.00 TO RICHLAND COMMUNITY COLLEGE FOR THE TUITION OF EIGHT (8) SPD RECRUITS ENROLLED IN THE MACON COUNTY LAW ENFORCEMENT TRAINING CENTER.

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

INVOICE

CONTRACTOR / VENDOR NAME: RICHLAND COMMUNITY COLLEGE VENDOR NO: ORIC3714CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$ 53,650.00
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1229	\$53,650
2						
3						
4						

FUNDS CHECK BY:	Date:
<i>Miguel Manuel Valente</i>	11/3/23
DIRECTOR / SUPERVISOR SIGNATURE	Date:
<i>D.C. Gaskill</i>	11/3/23
CITY PURCHASING AGENT:	Date:
	11/19/2023

COMMENTS

THIS ORDINANCE PROVIDES THE PAYMENT OF TUITION FEES FOR RECRUIT CLASS #23-20 WHO COMPLETED THEIR TRAINING ON 8/25/2023.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

11/13/2023

AN ORDINANCE AUTHORIZING PURCHASE OF MINI-CALIBER ROBOT (COFDM) AND ACCESSORIES FROM ICOR TECHNOLOGY, FOR AN AMOUNT NOT TO EXCEED \$63,675.26, FOR THE SPRINGFIELD POLICE DEPARTMENT

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, ICOR Technology has a mini-caliber robot (COFDM) and accessories meeting SPD's requirements in the amount of \$63,675.26; and

WHEREAS, this purchase is budgeted utilizing funds through the Community Connections Grant for the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the City Purchasing Agent has made a determination in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.38(a) and/or Section 38.41 of the City Code pertaining to purchases; and

WHEREAS, a copy of the contract with ICOR Technology shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes purchase of mini-caliber robot (COFDM) and accessories from ICOR Technology in the amount of \$63,675.26. The Mayor is hereby authorized to execute and the City Clerk to attest any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$63,675.26 to ICOR Technology, Inc. from account number 001-112-POLC-ILCJ-1416.

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

PASSED: _____, 2023

SIGNED: _____, 2023

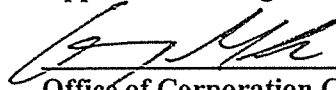
RECORDED: _____, 2023

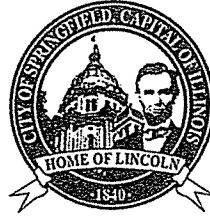
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Central Purchasing 

DATE: November 9, 2023

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to ICOR Technology for the purchase of Mini-Caliber Robot (COFDM) and accessories in an amount not to exceed \$63,675.26 for the Springfield Police Department.

The GSA Joint Purchasing Contract Number is #GS-07F-0430V

Pursuant to Article 38.50 (2) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a State of Illinois contract available for joint purchasing.



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechology.com
sales@icortechology.com

QUOTE

To Jeff Royer
Springfield Police Department (IL)
800 E Monroe
Springfield, IL 62701

QUOTE NO.: QUO-06335-C7D7-4
EFFECTIVE FROM: 11/9/2023
EFFECTIVE TO: 2/9/2024

Tel:
Fax:
Mobile: 217-788-8364
Email: jeff.rover@springfield.il.us

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB ORIGIN, PREPAY AND ADD
*DELIVERY DATE: 32 - 36 Weeks ARO
PAYMENT TERMS: 1% 10 DAYS, NET 30
GSA Contract No.: GS-07F-0430V

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	Mini-123	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	\$54,746.95	\$54,746.95
1.0	14096	Mini-CALIBER RF Range Extender (1.3GHz Video/900MHz Data) Increase the wireless operating Video/Data range of your Mini-Caliber robot with the Mini-CALIBER RF Range Extender. Mounted on a portable tripod (additional suction cup and magnetic mounts included), an additional transmitter and receiver can be directly connected to the CCU using a 20' (6m) of hardwire tether. Key uses include: extending RF range; ability to have antennae's mounted outside armored vehicles. Includes one CAL-EB3 MINI CCU battery pack. Battery charger not included, as system uses CAL-BC2 Mini CCU Battery Charger included with robot. Note: Available on new MINI-12X CALIBER robots only.	\$8,028.31	\$8,028.31
1.0	S&H	SHIPPING AND HANDLING	\$900.00	\$900.00
TOTAL				\$63,675.26

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, TS, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V

DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

*NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY

The COVID -19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:

Signature

Date

Other Options:

13895	500' Tether Reel kit - Mini RF Range Extender Used in conjunction with the Mini-CALIBER RF Range Extender (PN 13153) the 500 ft. (150m) tether reel extension cable allows users to place the MINI-CALIBER video and data antennas 500 ft. (150m) from the CCU. This will increase the users operating distance enabling LOS around corners; increasing range of operations inside buildings/parking garages by placing RF antennas inside a structure. Includes a tripod. Note: must be purchased with PN 13153.	\$4,260.92
10003	Mini Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	\$4,695.81
CAL-OP016	Quick Release FLIR Camera FLIR Thermal Imaging Camera for the CALIBER® Robot (MK3/T5/Mini); Mounts to the Quick Release PTZ Mast (zoom not available); Wide Field of View (H49° x V39°) with an effective detection range up to 230m (750ft)	\$8,524.77
12627	MINI Quick Release Color IR Camera Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount or placed on deck mast.	\$1,026.14
CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER Capture Video images from your Mini-CALIBER CCU. 1080p HD video recording and picture capture up to 320GB of MPEG-4 video and/or JPEG images. Onboard 5" (12.7cm) LCD Screen for quick review of recorded images and video. (Available for MK3, T5, or Mini)	\$2,106.03
10458	Claw Auxiliary Camera - Mini Increase your situational awareness while using your manipulator with the addition of the Claw Auxiliary Camera for your Mini-CALIBER®. This ultra-versatile mount has a fully adjustable folding arm that connects a camera to the claw housing. Fully configurable to provide the best viewing angle while using tools from the optional CALIBER® Claw Attachment Kit (PN: 10003). Note: Available for the Mini-CALIBER® only.	\$1,509.89
CAL-K4300-12IC	K4300-12 – Tactical-Swat Disrupter Kit This 12 gauge 12 inch barrel disrupter is used for tactical purposes. The barrel is made from titanium and has an ACME threaded muzzle end to accept the standard T3 disrupter smooth bore and rifle bore tips. It can be fired as a 12 inch disrupter with a plastic thread protector on the muzzle end threads. It is not designed to use water as a 12 inch disrupter, but can fire water shots if used with the 3 smooth bore tip. This disrupter uses the standard T3 disrupter breech cap and plug. It can be used in any standard PAN clamp. The muzzle end is larger than a standard PAN muzzle, so an over the barrel PAN laser will not fit. You must use a bore sight laser or a larger over the barrel laser adapter. 4300-12 TACTICAL BARREL (12" TITANIUM) 1 4341 T3 PRO BREECH CAP 1 K4350PL PUSH LOCK BREECH PLUG-Assembled 1 7100 SHELL EXTRACTOR 1 7280 WATER BOTTLE 1 K3095T RED AND BLACK PUGS (15 EA) 1 4330 T3 THREAD PROTECTOR 1 2001 SEATING TOOL 1 7110 FIRING PIN TOOL 1 7250PL 7/16 NUT DRIVER 1 K3010PL PUSH LOCK BREECH PARTS KIT Contains: (4) Push Lock Y Fittings; (2) Push Lock Couplings; (2) Firing Pins; (3) Springs; (1) Push Lock Fitting 1 2045 GUN BORE CLEANING KIT 1 3130 WD-40 1 K3150 ROBOT DISRUPTER SLEEVE (W/GREN LASERS) with Mini-CALIBER mount 1 3153 8' PARACORD LANYARD 1. *Note: This product requires p/n: 10001 Mini Arm Picatinny Rail Assembly to attach mount to robot arm. **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this system. For dynamic breaching or missions where instantaneous initiation is required, low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	\$4,847.28

10002	K3150 Robot Disrupter Sleeve The Ideal Products Inc Robot Disrupter Sleeve kit allows for the integration of a 12in Tactical, 18in T3 or 24in PAN disrupter onto a Mini-CALIBER® robot or tripod stand. Allows the disrupter to dislodge upon firing to reduce recoil on robot. Mounts on a Picatinny rail. Comes equipped with two self-powered dot green lasers used for aiming. *Note Requires ICOR p/n: 10001 - MINI arm Picatinny Rail Assembly, for Mini-CALIBER robot operation. Shipped in a cardboard box, includes laser adjusting tool. (For Mini Only; Disrupter not included) **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this option, or low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	\$3,073.53
10001	MINI arm Picatinny Rail Assembly Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disrupter Sleeve.	\$381.14
CAL-OP001	Firing Circuit 24V DC Firing Circuit for Mini-CALIBER® Robot	\$1,133.64
CAL-OP002	Firing Circuit AND Duke Pro 24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	\$2,438.30
CAL-12SRC	12.5MM RC DISRUPTOR MOUNT Disruptor Mount w/ 24V DC Firing Circuit for Mini-CALIBER® Robot - includes Camera and Green Lasers for sighting. The mount integrates with Proparms RC 12.5mm, AB Precision Needle Plus, and Ideal Products .357 Magnum Note: the disrupter is not included	\$2,680.00
CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case with custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	\$1,695.57
CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	\$1,700.46
CAL-EB2	24V DC Battery Pack - Mini Spare/Replacement 24V DC Battery Pack for Mini-CALIBER® Robot Includes: 2x 12.8V / 9.6 AH LiFePO4 Replacement battery for use with the Mini-CALIBER® Robot (note: The Mini-CALIBER® uses 2 LiFePO4 batteries for 24V operation)	\$674.32
CAL-BC3	Robot Battery Charger - Mini Spare Mini-CALIBER robot dual battery charger.	\$210.11
CAL-EB3	CCU Battery - Mini Spare/Replacement 11.1V / 7.8Ah Li-Ion for use with the Mini-CALIBER® CCU	\$175.91
CAL-BC2	CCU Battery Charger - Mini Spare Mini-CALIBER CCU battery charger with re-calibration function.	\$322.50
14058	MINI Portable Handheld Screen (COFDM) The Mini-CALIBER®'s Portable Handheld Screen is ideal for SWAT entry teams that want to see what the robot operator is viewing on the CCU screen. HDMI output. Available for Mini-CALIBER with Digital RF System Only	\$6,415.81
10478	Extended Warranty - Mini CALIBER® Robot Extended Warranty. Add an additional year (3rd Year) to the standard 2 year warranty. (Available for Mini-CALIBER)	\$5,658.42

14886	Mini DRACO - Gas Delivery System The Mini DRACO (DM-0001-DFS6) Two shot, air assisted gas delivery system for the Mini-CALIBER robot. It enables you to deliver gas remotely using any compatible Tri-Chamber Flameless Grenade fitted with the Command Initiated Adapter and Thermo Tube (CS, OC, and SAF-SMOKE™ only - FLAMELESS GRENADES NOT INCLUDED) Complete system includes the following: 1 - Machined aluminum two shot tube with fan 1 - DFS-6 remote - six shot wireless firing system (1200ft range), with controller, two Milwaukee M-12 batteries with Milwaukee rapid charger 1 - M-12 fan power cord 2 - QR machined mounting system - tube to arm of the robot 1 - Remote firing system mounting plate - mounts to rear of ICOR Mini Robot 1 - Tool kit to maintain robot and firing system. 1 - SKB HD protective storage hard case, with wide rolling wheels - complete system is stowed and shipped in case.	\$12,000.00
CAL-TTC-MINI	Mini-CALIBER® ROBOT ONSITE TRAINING at Customer Location Eight (8) hour Operation, Maintenance, and Troubleshooting Course for one or two robots. Includes travel and accommodations for ICOR Technician. Consists of hands-on instruction for up to ten operators, and a classroom presentation for unlimited participants.	\$3,234.78



SPRINGFIELD POLICE DEPARTMENT PURCHASE REQUISITION

FUND: 001

Object Code: 1446 CCON

Quantity	Description	Unit Cost	Cost
1	Mini-CALIBER® Robot (COFDM)	\$ 56,020.00	\$ 56,020.00
1	Mini-CALIBER RF Range Extender (1.3GHz Video/900MHz Data)	\$ 8,215.00	\$ 8,215.00
1	Mini DRACO - Gas Delivery System		\$ 0.00
1	shipping	\$ 950.00	\$ 950.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
	Include shipping charges if applicable	Total	\$ 65,185.00

Vendor: Name: ICOR Technology Budgeted Item: ☐ Yes ☐ No
Address: 935 Ages Drive Ottawa, ON K1G 6L3 3 Price Quotes: ☐ Yes ☐ No
Phone: : 613.745.3600 ext. 261 Ordinance Required: ☐ Yes ☐ No
Contact: Elie Azzi | Sales & Marketing Manager

REQUESTOR: Royer, Jeff Digitally signed by Royer, Jeff
Date: 2023.08.25 14:56:11 -05'00' DATE: _____

*SECTION/UNIT SUPERVISOR _____ Approved ☐ Yes ☐ No Date: _____
DIVISION COMMANDER Joseph Behl Digitally signed by Joseph Behl
Date: 2023.10.16 15:02:33 -05'00' Approved ☒ Yes ☐ No Date: 10-16-23
FISCAL SECTION D/C Stambul Approved ☒ Yes ☐ No Date: 10-16-23
ASST CHIEF OF POLICE _____ Approved ☐ Yes ☐ No Date: _____
CHIEF OF POLICE [Signature] Approved ☐ Yes ☐ No Date: 10/17/23

*If not budgeted, attach written justification and recommended source for funding.



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechology.com
sales@icortechology.com

QUOTE

Jeff Royer
Springfield Police Department (IL)
To 800 E Monroe
Springfield, IL 62701

QUOTE NO.: QUO-06335-C7D7-2
EFFECTIVE FROM: 7/24/2023
EFFECTIVE TO: 10/24/2023

Tel:
Fax:
Mobile: 217-788-8364
Email: jeff.rover@springfield.il.us

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB - DESTINATION
*DELIVERY DATE: 32 - 36 Weeks APO
PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	Mini-123	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	\$56,020.00	\$56,020.00
1.0	14096	Mini-CALIBER RF Range Extender (1.3GHz Video/900MHz Data) Increase the wireless operating Video/Data range of your Mini-Caliber robot with the Mini-CALIBER RF Range Extender. Mounted on a portable tripod (additional suction cup and magnetic mounts included), an additional transmitter and receiver can be directly connected to the CCU using a 20' (6m) of hardwire tether. Key uses include: extending RF range; ability to have antennae's mounted outside armored vehicles. Includes one CAL-EB3 MINI CCU battery pack. Battery charger not included, as system uses CAL-BC2 Mini CCU Battery Charger included with robot. Note: Available on new MINI-12X CALIBER robots only.	\$8,215.00	\$8,215.00
0.0	14886	Mini DRACO - Gas Delivery System The Mini DRACO (DM-0001-DFS6) Two shot, air assisted gas delivery system for the Mini-CALIBER robot. It enables you to deliver gas remotely using any compatible Tri-Chamber Flameless Grenade fitted with the Command Initiated Adapter and Thermo Tube (CS, OC, and SAF-SMOKE™ only - FLAMELESS GRENADES NOT INCLUDED) Complete system includes the following: 1 - Machined aluminum two shot tube with fan 1 - DFS-6 remote - six shot wireless firing system (1200ft range), with controller, two Milwaukee M-12 batteries with Milwaukee rapid charger 1 - M-12 fan power cord 2 - QR machined mounting system - tube to arm of the robot 1 - Remote firing system mounting plate - mounts to rear of ICOR Mini Robot 1 - Tool kit to maintain robot and firing system. 1 - SKB HD protective storage hard case, with wide rolling wheels - complete system is stowed and shipped in case.	\$12,000.00	\$0.00
1.0	S&H	SHIPPING AND HANDLING	\$950.00	\$950.00
TOTAL				\$65,185.00

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the Invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, TS, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the Export and Import Permits Act (R.S.C., 1995, c. E-19). Failure to perform due to the action or inaction of the Government of Canada will be considered Force



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechnology.com
sales@icortechnology.com

QUOTE

Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V

DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disruper manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disruper training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

***NOTICE OF COVID-19 MANUFACTURING AND SHIPPING DELAY**

The COVID-19 pandemic has posed unprecedented problems to the worldwide supply chain network, causing delays in the delivery of critical components needed to build CALIBER® robots. ICOR's top priority is to build and deliver robots according to the order acknowledgement's timelines; nevertheless, we cannot be held liable for delays caused by restricted air cargo capacity and overburdened global logistics networks.

To accept this quotation, sign here and return:

Signature

Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Joint Purchase FISCAL IMPACT: \$63,675.26
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF MINI-CALIBER ROBOT (COFDM) AND ACCESSORIES FROM ICOR TECHNOLOGY IN AN AMOUNT NOT TO EXCEED \$63,675.26. THIS PURCHASE IS BUDGETED UTILIZING FUNDS THROUGH THE COMMUNITY CONNECTIONS GRANT.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
QUOTECONTRACTOR / VENDOR NAME: ICOR TECHNOLOGYVENDOR NO: VC*8251CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$ 63,675.26
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Joint Purchase☐ Low-Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ILCS	1416	\$63,675.26
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 11/7/23

CITY PURCHASING AGENT: _____

Date: 11/9/2023

COMMENTS

The funding of the robot and accessories will be paid through the Community Connections Grant funds.

SIGN OFF: _____

(Mayor's Signature) GEM(Director of OBM) Ramona11/13/2023

AN ORDINANCE AUTHORIZING THE PURCHASE OF NEW RADIO ANTENNAS FOR THE DEPARTMENT OF EMERGENCY COMMUNICATIONS AND ITS USERS OF THE 700 AND 800 MHZ RADIO SYSTEM, IN AN AMOUNT NOT TO EXCEED \$60,391.75, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase new radio antennas for the Department of Emergency Communications and its users of the 700 and 800 MHz radio system due to the extensive damage sustained during the Derecho Storms; and

WHEREAS, Wireless USA is willing to provide the desired equipment for an amount not to exceed \$60,391.75 pursuant to Quote No. 06302023JWZ; and

WHEREAS, Wireless USA is a sole source provider, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, a copy of Quote No. 06302023JWZ shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes the purchase of new radio antennas for the Department of Emergency Communications and its users of the 700 and 800 MHz radio system from Wireless USA for an amount not to exceed \$60,391.75. The Mayor and City Clerk are authorized to execute all necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$60,391.75 to Wireless USA (0WIR2500A) from account number 001-112-POLC-EMRG-1701.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/10/23
Office of Corporation Counsel / Date

CUSTOMER COPY
THIS IS NOT AN INVOICE

ACTIVITY TICKET

03304

wireless

140304

PRINCETON BUREAU OF ENR COM		SERVICE ID: 019109	BILL ID: 019120	CLAIM CHECK #	
PRINCETON, IL 62701		P.O. MOTOROLA CASE #	012 FOLG 00000038721	DATE RECEIVED	08-07-03
PHONE NUMBER: 217-734-2802		SALES ORDER NUMBER	00302023012	DATE STARTED	
MOTOROLA WARRANTY?		MOTOROLA LABOR WARRANTY?	WIRELESS USA LABOR WARRANTY?	REPAIR ID	
MOBILE REPAIR		CARRY-IN	DRIVE-IN	DATE PARTS RECEIVED	
DATE COMPLETED		9-7-03			
BL		SERIAL NO.		UNIT ID	
NONE		NONE			
MODEL NAME		MODEL TYPE		SERVICE LOC	
NONE		MISCELLANEOUS		WYNDHAM HOTEL	
VEHICLE MODEL		VIN #		VEHICLE LICENSE PLATE #	
PL/DPL		MDC CODE		F2	
PL/DPL		MDC CODE		F4	
TRUNK SYS		TALK GROUP		INDIVIDUAL ID	
RCV. SEN		DEV. = KHZ		POWER OUT WATTS	
INTRINSICALLY SAFE?		YES NO		INPUT BY TONY CLAR HARRIS	
REPLACE DAMAGED ANTENNA AND LINE		L/A = 2.2 TR 6 T			
		COST = 0.303023012			

REPLACE DAMAGED ANTENNA AND LINE	

QTY	PART	DESCRIPTION	RETURNED PARTS ARE SUBJECT TO A 15% RESTOCKING FEE	BILLABLE
1	UNIV-808.80	MISC INSTALL SUPPL		Y
1	UNIV-812.48	TOWER WREN SUPPLY		Y
1	100 UNIV-820-	7/8" BETA X		Y
1	2 UNIV-12.479.01	608-866 OMNI 14.1DE		Y

EMPLOYEE SIGNATURE	X. C. Todd	DATE	9/1/03	PARTS	26,598.38	LABOR	9	03,703.87
COMER (PRINT)	X	TAX		TRANS.				
COMER SIGNATURE	X	DATE		THIS EQUIPMENT HAS BEEN REPAIRED/INSTALLED/REMOVED TO MY SATISFACTION. YOU MAY BILL ME ACCORDINGLY.		TOTAL	30,302.25	
INSTALL	PROJECT	PARTS SALE	REPAIR	NON CONTRACT	CONTRACT	DAMAGED	DELIVERY	INSTALL SECURITY
2023-561								

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Xavier RicePHONE NUMBER: 789-2302EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sole Source FISCAL IMPACT: \$60,391.75

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

SUGGESTED TITLE:

This is for the purchase of new radio antennas for the Department of Emergency Communications and its users of our 700/800 MHz Radio System. It is in light of the extensive damage sustained during the June Storm. The storm rendered our previous equipment inoperative, prompting this necessary upgrade.

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

CONTRACTOR / VENDOR NAME: Wireless USAVENDOR NO: 0WIR2500A

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: Sole Source☐ 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	001	112	POLC	EMRG	1701	\$60,391.75
2						
3						
4					Total	

FUNDS CHECK BY:

Date:

Courtney Heine
DIRECTOR / SUPERVISOR SIGNATUREDate: 10-31-2023DK Stalder
CITY PURCHASING AGENTDate: 11/9/2023

COMMENTS

See Suggested Title

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

11/13/2023

AN ORDINANCE AUTHORIZING EXPANDED SHOTSPOTTER COVERAGE CONSISTING OF AN ADDITIONAL 1.0 SQUARE MILE AND ADDITIONAL PAYMENT OF \$210,000.00 OVER A THREE YEAR PERIOD WITH SOUNDTHINKING INC., FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the City Council previously passed ordinance 475-10-23 authorizing renewal of a sole source contract with Soundthinking, Inc. in the amount of \$146,250.00 for use of Shotspotter gunshot detection technology, formerly known as "Respond", for the Springfield Police Department (SPD) from April 11, 2023, through August 10, 2026; and

WHEREAS, the SPD is requesting expanded Shotspotter coverage consisting of an additional 1.0 square mile; and

WHEREAS, Soundthinking is willing to expand Shotspotter coverage in the amount of \$210,000.00 over a three year period as depicted on the quote attached as Exhibit "A" for a total amount of \$356,250.00 from April 11, 2023, through August 10, 2026; and

WHEREAS, it is in the best interest of the City to authorize the additional coverage and payment of \$210,000.00 to Soundthinking, Inc.; and

WHEREAS, the City Purchasing Agent has made a determination in writing, that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, the first two years of subscription costs, \$140,000.00 will be paid with Community Connections Grant funds; and

WHEREAS, the third year of subscription shall be budgeted in FY2025; and

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

Section 1: That the City Council hereby authorizes expanded Shotspotter coverage consisting of an additional 1.0 square mile and payment of \$210,000.00 over a three year period with Soundthinking, Inc. for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$140,000.00 to Soundthinking, Inc. (VC-6878) for the first two years of subscription cost from account number 001-112-POLC-ILCJ-1605.

Section 3: That the third year of subscription cost for the additional coverage will be budgeted in FY2025.

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

PASSED: _____ 2023

SIGNED: _____, 2023

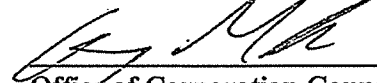
RECORDED: _____, 2023

Mayor Misty Buscher

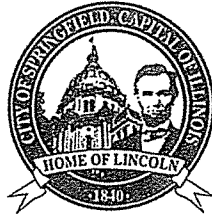
ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/16/23

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Central Purchasing 

DATE: November 9, 2023

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Soundthinking Inc., for the purchase of additional 1.0 square mile of ShotSpotter coverage for a three (3) year period in an amount not to exceed \$140,000.00 (first 2 year subscription cost, paid through CCGF) for the Springfield Police Department.

Based on the information provided, I have determined that Soundthinking Inc., is the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

Exhibit B



Quote

SoundThinking, Inc.
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337
Phone: 888.274.6877 Fax: 650.887.2106

DATE 7/24/2023
Quote # SPRINGIL072423r
Customer ID Springfield, IL

Quote For:
Assistant Chief Josh Stuenkel
Springfield Police Department
800 E Monroe
Room 345
Springfield, IL 62701

Quote valid until: 10/31/2023
Prepared by: S Beisner

Comments or Special Instructions:

ShotSpotter Annual Subscription Services for 3 years for 1.0 m² of expanded coverage. The proposed services will be delivered according to the terms of the existing ShotSpotter Services Agreement, dated 12/31/2019, and amended on 12/21/2020, and any subsequent amendments. ShotSpotter is deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. SoundThinking will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. SoundThinking will collaborate with Department stakeholders to determine the final coverage area and related boundaries.

SALES DIRECTOR:		Trish Layne		TERMS:	Net 30
QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT	
1.0 m ²	One-time ShotSpotter Service Initiation Fee	\$10,000 per m ²		\$10,000	
1.0 m ²	Multi-Year Term Commitment Waiver*	(\$10,000 per m ²)		-\$10,000	
1.0 m ²	ShotSpotter Three-Year Subscription Services	\$70,000 per m ²		\$210,000	
SUBTOTAL				\$210,000	
TAX RATE					
SALES TAX				-	
OTHER					
TOTAL				\$210,000	

*The Multi-Year Term Commitment waiver will be applied to the one-time Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the 3 years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.

For any questions or to accept this quote and request a formal proposal, please contact Trish Layne at 510.203.6471 or tlayne@soundthinking.com



ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Sole Source FISCAL IMPACT: \$ 140,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE ADDITIONAL AGREEMENT BETWEEN SPD AND SOUNDTHINKING INC. FOR AN ADDITIONAL 1.0 SQUARE MILE OF SHOTSPOTTER COVERAGE IN THE AMOUNT OF \$210,000.00 OVER A 3 YEAR PERIOD.

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

EXPANDED SERVICES QUOTE

CONTRACTOR / VENDOR NAME: SOUNDTHINKING, INC.VENDOR NO: VC*6878CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$ 210,000.00
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ILCJ	1605	\$140,000
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The first two years of subscription cost (\$140,000.00) will be paid through the Community Connections Grant funds.

SIGN OFF: _____

(Mayor's Signature)

(Director of CRM)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH JAMIE BRITZ FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF TWO PARCELS LOCATED AT 940 & 944 N. 4TH STREET IN THE AMOUNT OF \$1,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real properties legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

WHEREAS, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

WHEREAS, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of two parcels in the amount of \$1,000.00, said parcels being legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreements for Sale of City-owned property Jamie Britz consisting of two parcels located at 940 and 944 N. 4th Street; and

WHEREAS, the Agreement for Sale of City-owned Property if applicable 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 at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property with Jamie Britz, legally described on attached Exhibit A in the amount of \$1,000.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$1,000.00 into revenue account 001-107-BMGT-ACCT-0242.

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

PASSED: _____, 2023

SIGNED: _____, 2023

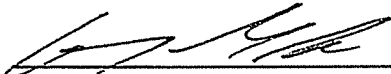
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

26
November 2, 2023OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON:

Mike Lesko

PHONE NUMBER:

217-789-2116, Ext. 2613EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: RFP Contract AwardFISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF TWO PARCELS FOR A COLLECTIVE AMOUNT OF \$1,000.00, FOR THE OFFICE OF BUDGET & MANAGEMENT.

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

EXHIBIT A

Vacant Lot ApplicationsCONTRACTOR / VENDOR NAME: N/AVENDOR NO: N/ACONTRACT TERM: N/AChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: N/A

(Original amount if change order)

N/A
Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s N/AIs 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	001	107	BMGT	ACCT	0242
2					\$1,000
3					
4					

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Valencia Upgill11/3/2023

CITY PURCHASING AGENT:

Date:

Michael L. L...11/3/2023

COMMENTS

This is for the sale of 2 vacant lots to the following individuals who are adjacent property owners:

Jamie Britz, purchasing the lot at 940 & 944 N 4th St, Springfield, IL 62702

SIGN OFF:

(Mayor's Signature)

GEN

(Director of OBM)

11/3/23

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH RHODA LOMELINO FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1705 E. MILLER STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

WHEREAS, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

WHEREAS, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the \$500.00, said parcel being located at 1705 E. Miller Street and legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement with Rhoda Lomelino for sale of city-owned property located at 1705 E. Miller Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable 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 at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-BMGT-ACCT-0242.

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

PASSED: _____, 2023

SIGNED: _____, 2023

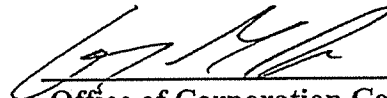
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/16/23

Office of Corporation Counsel / Date

Exhibit A							
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	1705 E Miller St	14-26-0-303-007	Rhoda Lomelino	\$500.00	The East 36 feet of 1/4 West 7/2 feet of Lot 1 in Block 19 of SPRINGFIELD SAVINGS BANK ADDITION, Situated in the County of Sangamon and State of Illinois.	R-2	CS19-29

2023-564

EX. A

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: 21DATE OF 1ST READING: November 2, 2023OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: Mike LeskoPHONE NUMBER: 217-789-2116, Ext. 2613EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: RFP Contract AwardFISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCELS FOR A COLLECTIVE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET & MANAGEMENT.

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

EXHIBIT A

Vacant Lot ApplicationsCONTRACTOR / VENDOR NAME: N/AVENDOR NO: N/ACONTRACT TERM: N/AChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: N/A

(Original amount if change order)

N/A

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)Previous Ord #'s N/AIs 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	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Valerie Langel11/3/2023

CITY PURCHASING AGENT:

Date:

Michael Lesko11/3/2023

COMMENTS

This is for the sale of 1 vacant lot to the following individuals who are adjacent property owners:
Rhoda Lomelino, purchasing the lot at 1705 E Miller St, Springfield, IL 62702

SIGN OFF:

[Signature]
(Mayor's Signature) GEM

[Signature] 11/3/2023
(Director of OBM)

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH CHARLES B. JEFFERSON, JR. FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1916 E. PINE STREET IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

WHEREAS, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

WHEREAS, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on January 16, 2019; and

WHEREAS, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, and 316-08-18; and

WHEREAS, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the \$500.00, said parcel being legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bid and enter into an Agreement for Sale of City-owned property with Charles B. Jefferson, Jr. consisting of one parcel located at 1916 E. Pine Street; and

WHEREAS, the Agreement for Sale of Property for Redevelopment if applicable 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 at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property located at 1916 E. Pine Street, with Charles B. Jefferson, Jr., legally described on attached Exhibit A in the amount of \$500.00.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

Section 3: That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-BMGT-ACCT-0242.

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

PASSED: _____, 2023

SIGNED: _____, 2023

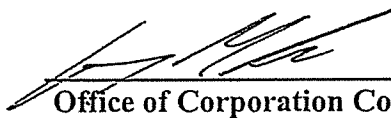
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date

Exhibit A							
Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	1916 E Pine St	22-02.0-104-005	Charles B Jefferson Jr	\$500.00	Lot 7 in JEFFERSON STATE BANK ADDITION to the City of Springfield, Township of Capital, County of Sangamon, State of Illinois	R-2	CS19-29

EX A

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

21
November 2, 2023

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON:

Mike Lesko

PHONE NUMBER:

217-789-2116, Ext. 2613

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

TYPE OF ORDINANCE: RFP Contract Award FISCAL IMPACT: N/A

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP CS19-29 AND EXECUTION OF AGREEMENTS FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCELS FOR A COLLECTIVE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET & MANAGEMENT.

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

EXHIBIT A

Vacant Lot Applications

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: N/A

CONTRACT TERM: N/A

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: N/A

(Original amount if change order)

N/A

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP (CS19-29)☐ Low Bid Meeting Specs☐ Exception:☐ Low Evaluated Bid

Code Provision:

Previous Ord #'s N/A

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	001	107	BMGT	ACCT	0242	\$500
2						
3						
4						

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This is for the sale of 1 vacant lots to the following individuals who are adjacent property owners:
Charles B Jefferson Jr, purchasing the lot at 1916 E Pine St, Springfield, IL 62703

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

11/3/23

AN ORDINANCE AMENDING CHAPTER 38, SECTION 38.50 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY AUTHORIZING THE PURCHASE OF PERSONAL PROPERTY, SUPPLIES AND SERVICES IN COOPERATION WITH NATIONAL JOINT PURCHASING ALLIANCES, SOURCEWELL AND OMNIA PARTNERS, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City wishes to allow for the utilization of 2 national joint purchasing cooperatives to seek pricing through for commodity and possibly service procurements; and

WHEREAS, these agreements would not replace the City's normal specification or RFP process but does offer the City an additional tool for securing items in a timely and more cost efficient manner; and

WHEREAS, this code change does not affect the City Council or Office of Budget and Management approval requirements for City purchases as stated currently in city code.

WHEREAS, it is in the best interest of the City to amend Chapter 38, Section 38.50 relating to joint purchasing.

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

Section 1: That the City Council hereby amends Chapter 38 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

SEE EXHIBIT A

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by:
Mayor Misty Buscher

 11/16/23
Office of Corporation Counsel / Date

Exhibit A

§ 38.50. - Joint purchasing.

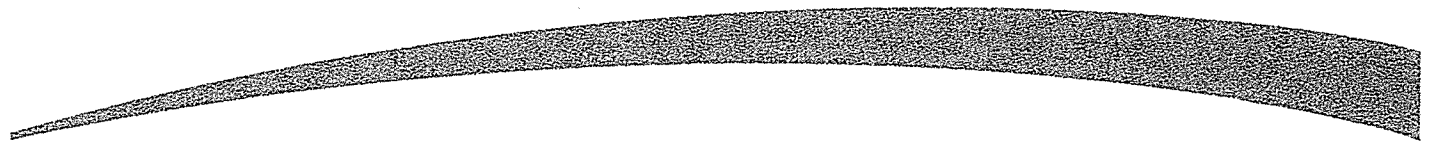
The department of central services is authorized to purchase supplies in cooperation with:

- (1) The State of Illinois pursuant to "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly" (30 ILCS 525/1 et seq.) as now or hereafter amended.
- (2) The Federal government pursuant to the Federal Property and Administrative Services Act of 1949, as amended, when authorized by the U.S. General Services Administration in accordance with its rules and regulations.
- (3) Third party Cooperative Purchasing Agreements as approved individually by the Springfield City Council:

(a) Sourcewell, a service cooperative established as a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling Minn. Stat. § 123A.21 and;

(b) OMNIA Partners, a national cooperative purchasing alliance with an existing public agency contracting model serving state and local government agencies.

(Ord. No. 616-11-99, § 1, 11-16-99)



Start Saving Time & Money with OMNIA Partners

When you join OMNIA Partners, you join a community. As part of this community, you benefit from the combination of power and partnership, which produces tangible results to optimize your business. Each member benefits from the collective buying power of the largest and fastest-growing network of procurement professionals in the nation.

MEMBER BENEFITS:

- **No cost to join, no fees or order obligation**
- **Cost savings opportunities through unmatched leverage**
- **Extensive portfolio of category solutions**
- **High-quality products and services**
- **RFP & bid avoidance**
- **The largest and fastest-growing network of peers**
- **Strategic guidance to simplify and streamline procurement operations**

Take the first step in your journey toward the next level in purchasing by becoming a member of OMNIA Partners by filling out the appropriate industry form linked below.

SIGN UP FOR EMAILS

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[Privacy Policy](#) | [Terms of Use](#)

How it Works

Cooperative Purchasing with Sourcewell

IN THIS SECTION

[Cooperative Purchasing](#)[Solicitation Process](#)[Purchasing](#)[Eligibility](#)

Cooperative Purchasing

Save time and money by purchasing from our ready-to-use, competitively solicited contracts.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

[All Awarded Contracts →](#)

[Solicitation Process](#)

Detailed RFP Solicitation Process (PDF)

Construction Contracting & IFB information

Our Procurement Team takes care of the entire competitive solicitation process—both request for proposals on general purchases and invitations to bid on construction contracting—so you don't have to. Still have questions? We've got you covered.

Compliance & Legal Information

Develop Request for Proposal

We study our clients' needs and conduct industry research.

Public Notice & Advertisi

Advertise RFP notice, and I conference.



Purchasing

Ready to get started? Simply follow these three easy steps to begin realizing the benefits of cooperative purchasing.

We're here to help



Register

Any government or education entity can quickly and easily register to participate for free. There are no fees to use our contracts, no commitment, and no obligation to purchase—and the online registration takes just a few minutes.

Businesses are not eligible. Learn about becoming a supplier.

2

Find a Contract

Sourcewell has hundreds of awarded supplier contracts in a wide variety of industries. You can quickly search contracts by product type, or browse construction contracts by state and county.

3

Contact the Supplier

Once you've located a contract you'd like to utilize, you can quickly obtain a quote, and finalize the sale with the supplier or your local dealer using the contract number and your agency's Sourcewell account number. It's that easy!

Eligibility

Participating in Sourcewell is available to all government and education entities.

There is no cost, no obligation, and no liability.

Businesses, private consumers, and for-profit organizations are not eligible.

[Register as a Participating Agency](#)



[About](#)

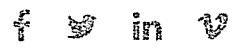
[Careers](#)

[Compliance & Legal](#)

Contact
News

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Privacy Policy
Accessibility

All Solutions →
Minnesota-Only Solutions →
Supplier Resources →



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

MEMORANDUM

TO: Misty Buscher, Mayor
Springfield City Council

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 11, 2023

SUBJECT: City Code Amendment, Section 38.50

Before you is a recommendation to amend city code to allow the City of Springfield to join and utilize two (2) national joint purchasing alliance organizations – Sourcewell & OMNIA Partners.

I feel amending our code to allow for the inclusion of these national purchasing cooperatives is a positive for the process of city government as I will attempt to outline in this memorandum.

- 1) Membership comes at no cost to the City and we are NOT obligated to utilize either of these exclusively. I consider these another tool in trying to identify the best, most efficient cost to acquire commodities, and in possible cases services, for city government.
- 2) Recent national and international events have presented global supply chain challenges. Within City Purchasing, we have attempted to address them in a number of ways (primarily looking at commodities and equipment on the secondary market). I believe this will give us another avenue to look at for specialized items with potentially long lead times.
- 3) These memberships are not intended to replace existing contracts. I believe there is an inherent benefit for the City to develop, present and award its own contracts whenever feasible. We will still issue invitations for bids and request for proposals as normal.
- 4) All purchases through either of these cooperatives would still be subject to all City expenditure requirements, i.e. anything between \$15,000 - \$50,000 would require OBM Director signature and appear on the OBM Contract Report and any purchase exceeding \$50,000 would require City Council approval through ordinance.
- 5) Many local governments throughout Illinois and the country are presently utilizing both cooperatives as part of their procurement process, so this is not unique to Springfield.

Finally, a bit about both organizations and my recommendation of them.

Both Sourcewell and OMNIA Partners are included in the Cooperative Purchasing Programs for the National Institute of Government Procurement (NIGP) of which the Illinois Association of Public Procurement Officials (IAPPO) is a chapter member.

- OMNIA Partners has a more than 20-year history in procurement building from its foundation as Horizon Resource Group in 2001. It has steadily built and expanded during that time, most recently acquiring the National Cooperative Purchasing Alliance in 2022. It possesses a large footprint in the industry and public sector procurement is only a portion of its business model. That includes corporate, private equity, real estate, nonprofit and others.
- Sourcewell is a government agency service cooperative developed in the state of Minnesota that has been expanded nationally. It is governed by an eight-member board of local elected officials. I feel that they understand the needs and deficiencies local governments can face and have developed a resource whose benefits cater more specifically to government entities.

I hope this information is helpful regarding my rationale for submitting this ordinance. If you have any questions, please feel free to contact me at 217-789-2191 x6237 or mike.lesko@cwlp.com.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

11/07/2023

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON:

Mike Lesko

PHONE NUMBER:

217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Code Change

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An Ordinance amending Section 38.50 of the 1988 city of Springfield Code of Ordinances, as amended, by authorizing the purchase of personal property, supplies and services in cooperation with national joint purchasing alliances, Sourcewell and OMNIA Partners.

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

Purchasing Memorandum

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: E☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated BidCode Provision: Section 38.50 Amendment

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

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

10/10/2023

COMMENTS

This ordinance will amend city purchasing code to allow for the utilization of 2 national joint purchasing cooperatives for the City of Springfield to seek pricing through for commodity and possibly service procurements.

These agreements would not replace the City's normal specification or RFP process but does offer the City an additional tool for securing items in a timely and more cost efficient manner. This code change does not effect the City Council or OBM approval requirements for City purchases as stated currently in city code.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2023-566

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AZAVAR AUDIT SOLUTIONS, INCORPORATED TO PERFORM HOTEL AND MOTEL ROOM TAX COMPLIANCE REVIEWS BY THE CITY OF SPRINGFIELD WITHIN ITS CORPORATE BOUNDARIES, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, this agreement allows the City to utilize Azavar's tax preparation and collection software, free of charge for one calendar year with a \$10.00 per transaction fee charge thereafter should services continue to be used; and

WHEREAS, the software includes a workflow feature allowing the Office of Budget and Management staff to verify data inputs and the software supports credit card and e-check payments; and

WHEREAS, the software will ensure billing of all eligible taxes in a more efficient and electronic manner; and

WHEREAS, the City may cancel this service with notice if it feels the vendor is not meeting its goals; and

WHEREAS, a copy of 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 approves the agreement with Azavar Audit Solutions, Incorporated to perform hotel and motel room tax compliance reviews by the City of Springfield within its corporate boundaries. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget Management is hereby authorized to make payments in an amount of \$10.00 per transaction should services continue to be used after one calendar year.

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date

Childers, Kayley

From: Metzger, Ramona M.
Sent: Tuesday, November 14, 2023 4:45 PM
To: Childers, Kayley
Cc: Lesko, Mike; Blazis, Jeff
Subject: FW: Azavar Ordinance Info
Attachments: Ord Fact Sheet - Azavar signed.pdf; Exempt Memo - Azavar.pdf; Azavar - Hotel-Motel Compliance Audit sample letter.pdf

Kayley –

Here is the second lost ordinance packet copy.

Thanks.
Ramona

From: Lesko, Mike <Mike.Lesko@cwlp.com>
Sent: Tuesday, November 14, 2023 12:51 PM
To: Metzger, Ramona M. <Ramona.Metzger@springfield.il.us>; Blazis, Jeff <Jeff.Blazis@springfield.il.us>
Subject: FW: Azavar Ordinance Info

Here are the Azavar documents again. -MIKE

From: Lesko, Mike
Sent: Monday, October 16, 2023 1:33 PM
To: Bryant, Debra <Debra.Bryant@springfield.il.us>
Cc: Metzger, Ramona M. <Ramona.Metzger@springfield.il.us>; Blazis, Jeff <Jeff.Blazis@springfield.il.us>
Subject: Azavar Ordinance Info

Deb,

I think this is enough for the ordinance packet to go to Corp Counsel.

I signed the Fact Sheet and attached is the Exemption Memo from competitive bidding along with their original email request and sample letter. -MIKE

MIKE LESKO
City Purchasing Agent
City of Springfield
300 S. 7th Street, Room 200
Springfield, IL 62701
217-789-2191 x6237
mike.lesko@cwlp.com

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

MEMORANDUM

TO: Ramona Metzger, Director
Office of Budget & Management

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 16, 2023

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Azavar Audit Solutions, Inc. to provide professional services to the Office of Budget and Management for compliance of hotel and motel tax collection.

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 Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

Lesko, Mike

Subject: FW: Azavar Hotel Audit Kickoff - Springfield
Attachments: Springfield IL_Hotel_Announcement Letter_10-04-2023.docx

From: Mordecai Benson <MBenson@azavar.com>
Sent: Wednesday, October 4, 2023 4:20 PM
To: Metzger, Ramona M. <Ramona.Metzger@springfield.il.us>
Cc: Tom Fagan <TFagan@azavar.com>; Disco, Mike <Mike.Disco@springfield.il.us>; Blazis, Jeff <Jeff.Blazis@springfield.il.us>
Subject: Azavar Hotel Audit Kickoff - Springfield

CAUTION: This email originated from outside the City of Springfield/CWLP. DO NOT reply, click links, or open attachments unless you recognize and/or trust the sender. Please contact ISD Technical Support @ Ext. 2834 with questions or concerns.

Good afternoon,

It was a pleasure meeting you all today! As discussed, Azavar is ready to begin the audit for all the City's lodging providers to ensure compliance with the City's Hotel Tax. Please find attached the template for the announcement letters to be sent out to the hotels by Azavar on behalf of the City. All you need to do is sign the document and send it back to us and we can take care of things from there.

Please let me know if you have any questions or concerns. I am more than happy to walk you through the entire audit process.

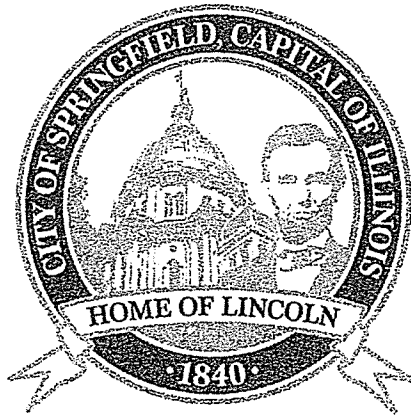
Thank you,
Mordecai

Mordecai Benson | Analyst
AZAVAR GOVERNMENT SOLUTIONS
Schedule a Meeting With Me Here Through Calendly
D: 312-517-3721
55 E. Jackson, Suite 2100
Chicago, IL 60604

AZAVARGOVERNMENT.COM



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October 4, 2023

Re: Hotel and Motel Room Tax Compliance Review

Dear Lodging Provider:

Please be advised that the City of Springfield has commissioned Azavar Government Solutions to conduct a review of all local lodging providers to ensure compliance with the City's Hotel and Motel Room Tax ordinance. A representative from Azavar will soon contact you directly to gather preliminary and pertinent facts. Azavar will also be mailing a formal audit notice outlining the audit period, the scheduled date and time for examination of records at the property as well as what records will need to be produced.

To facilitate the timely completion of the review, the City expects you to extend full cooperation to Azavar representatives. You may be assured that the City of Springfield will use the information obtained through this review solely for purposes related to the administration of its Hotel and Motel Room Tax.

All questions concerning the audit and scheduling should be directed to Azavar. The City will not answer questions regarding the audit process or authorize scheduling changes. If you require further confirmation of Azavar's authority as a third-party contractor, please contact the City at 217-789-2191.

Sincerely,

Ramona Metzger

Director, Office of Budget & Management

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

11/7/2023

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON:

Ramona Metzger

PHONE NUMBER:

217-789-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An Ordinance authorizing execution of an agreement with Azavar Audit Solutions, Incorporated to perform hotel and motel room tax compliance reviews by the City of Springfield within its corporate boundaries, for the Office of Budget and Management.

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

CONTRACTOR / VENDOR NAME: Azavar Audit Solutions, Inc.

VENDOR NO:

VC3590

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: E Professional Services☐ 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

	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

J. Michael Lesko

10/16/2023

COMMENTS

The agreement allows the City to utilize Azavar's tax preparation and collection software free for one calendar year with a \$10 per transaction fee charge thereafter should services continue to be used. The software includes a workflow feature allowing OBM staff to verify data inputs and the software supports credit card and e-check payments. This software will ensure billing of all eligible taxes in a more efficient and electronic manner than is currently being conducted. The City may cancel this service with notice if it feels the vendor is not meeting its goals.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

2023-567

AN ORDINANCE AUTHORIZING A TWO-YEAR AGREEMENT WITH HSHS MEDICAL GROUP TO ADMINISTER PRE-EMPLOYMENT, POST-EMPLOYMENT AND FIT-FOR-DUTY MEDICAL EXAMINATIONS, RANDOM REASONABLE SUSPICION, RETURN TO WORK AND POST-ACCIDENT DRUG AND ALCOHOL TESTING SERVICES FOR POTENTIAL NEW HIRES AND CURRENT EMPLOYEES IN THE WORK PLACE FOR AN AMOUNT NOT TO EXCEED \$100,000.00 FOR THE OFFICE OF HUMAN RESOURCES

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

WHEREAS, the City has the authority to enter into contractual agreements with third parties in order to be in compliance with federal and state regulations to administer pre-employment, post-employment and fit-for duty medical examinations, random, reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace; and

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

WHEREAS, the City sought proposals under RFP #HR-21 and HSHS Medical Group submitted a proposal to provide these services for an amount not to exceed \$100,000.00 for two years beginning January 1, 2024, through December 31, 2026; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an Agreement with HSHS Medical Group pertaining to these services; and

WHEREAS, said agreement shall be located in the Office of the City Clerk and identified as RFP #HR24-21.

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

Section 1: That the City Council hereby authorizes a two-year agreement with HSHS Medical Group to administer pre-employment, post-employment and fit-for duty medical examinations, random, reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace to be in compliance with federal and state regulations from January 1, 2024, through December 31, 2026, for an amount not to exceed \$100,000.00. The Mayor and the City Clerk are hereby authorized to execute said agreement which shall be located in the Office of the City Clerk.

Section 2: That the Office of Budget and Management is hereby directed to make payment to HSHS Medical Group in an amount not to exceed \$100,000.00 from January 1, 2024, through December 31, 2026, from Account No. 001-106-HUMN-ADMN-1219.

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

PASSED: _____, 2023

SIGNED: _____, 2023

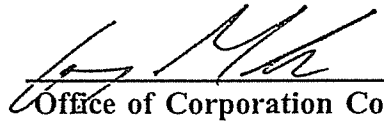
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Nikki Baker, Director
Office of Human Resources

FROM: Mike Lesko, Purchasing Agent *ML*

DATE: November 14, 2023

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# HR24-21 Medical Services including Drug and Alcohol Testing with HSHS Medical Group, Inc. for a two-year contractual term for the Office of Human Resources.

In accordance with the requirements of Section 38.38(a) of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

		HSHS		MOHA		Easy Lab Tech, LLC
Qualifications & Experience	25	Has 13 years in business with an extensive drug testing record. Staffing is enough to fulfill our needs.	25	Has been in business since 1989. Large number of staff members – 3 doctors, 6 nurse practitioners.	10	Has been in business since 2021. Only 2 staff members. Utilizes subcontractors' facilities. Do not offer all needed services.
Price	30	Reasonable pricing. Only a slight increase in drug testing.	20	Drug Screen pricing higher than HSHS as well as overall cost for fire and police medical exams.	10	No pricing for rapid drug test or split specimen. Drug test cost lower than others but much higher onsite cost than HSHS.
Services & Training	25	Able to provide required services and reasonable turnaround time for results. Follows Federal guidelines for testing.	10	Do not offer after hour services, no on-site drug and alcohol testing. Turnaround time for medical results longer than HSHS. Follows Federal guidelines for testing.	5	24/7 on call but only two employees. No medical.
Able to provide all services	10	On-site testing available in addition to other services we have requested with the exception of cancer screening.	7	No on-site testing or after hours. All costs for services not listed.	5	No medical. Onsite testing is highly priced.
Total Score	90		62		30	

Talonna Elam

	HSHS		MOHA		Easy Lab	
Qualifications & Experience	25	13 years in business. 2022 did 21,450 drug tests, 4,826 alcohol tests. 1 doctor with additional staff, but has an athletic trainer. The others don't indicate having one.	25	Been in business since 1989. 1,000's of drug tests per year. Largest staff of all 3 bidders. 3 doctors, 6 nurse practitioners.	10	Been in business since 2021. They have 2 staff members. They utilize subcontracting facilities. They do not offer medical exams.
Price	30	Increasing drug tests by \$3 each from current contract. Medical exam costs comparable to MOHA. They provided costs for all services listed in RFP.	20	No rapid drug test cost. Drug screens \$12 higher than HSHS. Medical exam costs overall for fire and police are higher.	10	No price for rapid drug test or split specimen. Drug test cost lower than the other two bidders. Onsite cost much higher than HSHS.
Services & Training	25	Can provide all services. No litigation. Follows Federal guidelines. Medical results 24-48 hours after exam.	10	No after hour services. No on site drug and alcohol collection. Follows Federal guidelines. Medical results 72 hours after exam.	5	24/7 on call but indicates an after hour charge? No medical.
Able to provide all services	10	Provides all services in RFP except cancer screening.	5	No onsite testing and no after hours.	5	No medical. Onsite drug and alcohol tests much higher than HSHS.
Total Score	90		60		30	

MOHA also referenced being the City of Springfield's current vendor in several areas of the RFP leading me to believe they used an old proposal and updated only certain areas.

Kim Homeier

	HSHS		MOHA		Easy Lab	
Qualifications & Experience	20	2009, high volume, staff with diverse experience, timeframes reasonable, certifications clear in proposal	25	1989, high volume, staff with diverse experience, most staff listed among bidders, timeframes reasonable, certifications clear in proposal	10	Lists all certs for drug/alcohol screens, only 2 staff, clearly utilize subcontractors' facilities, do not offer all services
Price	35	Most prices reasonable, split 1/2 of other highest bidder, police reasonable, fire seems a little high	20	No on site price, no rapid, split high, fire/police high	15	No price for rapid, split; no medical, on site unreasonably high
Services & Training	25	Can provide all services, clear HR policy included, proposal states will follow and/or policy as necessary, utilizes 49 CFR Standard	10	No afterhours/2 nd or 3 rd shift, no on site, clear training and HR policies	5	24/7 on call but only 2 employees, no rapid listed, on site unreasonably high, no split price, no medical
Able to provide all services	10	Only vendor with on site, offer detailed price list for substance tests, physicals, vision, and labs, immunizations, imaging	8	On site not listed, no costs listed for vaccines/other	4	No medical, on site really expensive-not feasible, no other services
Total Score	90		63		34	

November 14, 2023

Matt Huff

Superintendent Distribution & General Services

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/21/2023OFFICE REQUESTING: Office of Human ResourcesCONTACT PERSON: Nikki L. BakerPHONE NUMBER: 789-2446EMERGENCY PASSAGE: No ☒ ☐ If yes, explain justification.TYPE OF ORDINANCE: Contractual AgreementFISCAL IMPACT: \$100,000.00

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

SUGGESTED TITLE:

An ordinance authorizing a two year agreement not to exceed \$100,000.00 to HSHS Medical Group to administer pre-employment, post-employment and fit for duty medical examinations, random, reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace in order to be in compliance with Federal regulations for the Office of Human Resources.

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

ContractCONTRACTOR / VENDOR NAME HSHS Medical GroupVENDOR NO: VC0000005657CONTRACT TERM: January 1, 2024 - December 31, 2026Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$100,000.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP 14R24-21

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	001	106	HUMN	ADMN	1219
2					\$100,000.00
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Requests for proposals were solicited from the City for mandatory testing for potential new hires and current employees. This testing covers pre-employment, post-employment and fit for duty medical examinations, random, reasonable suspicion, return to work and post-accident drug and alcohol testing services. This ordinance will authorize payment to HSHS Medical Group beginning January 1, 2024 through December 31, 2026 in the amount not to exceed \$100,000.00. IDOT Regulations requires testing on a calendar year. HSHS Medical Group has been the City of Springfield's vendor since January 2020.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO CHAPTER 155, SECTION 155.049. SPECIAL PROVISIONS FOR RESIDENTIAL USES IN THE INNER CITY

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

WHEREAS, the City of Springfield desires to make certain text changes to Section 155.049 in Chapter 155 pertaining to square footage of lot area per dwelling unit; and

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

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

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

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

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

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderman Redpath

 4/16/23
Office of Corporation Counsel / Date

EXHIBIT "A"

AN ORDINANCE AMENDING CHAPTER 155, SECTION 155.049. SPECIAL PROVISIONS FOR RESIDENTIAL USES IN THE INNER CITY

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

WHEREAS, it is necessary to amend the code to change the square footage of lot area per dwelling unit; and

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

Section 1: That the City Council hereby amends Chapter 155, Section 155.049 of the 1988 Springfield City Code of Ordinances, as amended, as follows:

CHAPTER 155. – ZONING

§ 155.049. Special provisions for residential uses in the inner city.

- (a) For purposes of this section the following definition shall apply unless the context clearly indicates or requires a different meaning.

Inner city. The inner city area shall begin at the intersection of the centerline of North Ninth Street and Madison Street; and then proceed west along the centerline of Madison Street to the intersection of the centerline with North Second Street; and then proceed south along the centerline of Second Street to the intersection of the centerline of Second Street and Capitol Avenue; and then proceed east along the centerline of Capitol Avenue to the intersection of the centerline of Third Street; and then proceed south along the centerline to Third Street to the intersection of the centerline of Jackson Street; and then proceed east along the centerline of Jackson Street to the intersection of the centerline of Fifth Street; and then proceed south along the centerline of Fifth Street to the centerline of Cook Street; and then proceed east along the centerline of Cook Street to the center of the alley between Sixth and Seventh Streets; and then proceed north along the center of the alley to the centerline of Edwards Street; and then proceed east along the centerline of Edwards Street to the centerline of Seventh Street; and then proceed north along the centerline of Seventh Street to the centerline of Capitol Avenue; and then proceed east along the centerline of Capitol Avenue to the centerline of Ninth Street; and then proceed north along the centerline of Ninth Street to the beginning point.

- (b) In the inner city area a residence or residences shall be permitted uses and shall be allowed at the following rate: ~~250~~ 500 square feet of lot area per dwelling unit. No additional lot area shall be required for mixed buildings as specified in section 155.057.

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: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Alderman Redpath

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 9/19/2023OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Linda O'BrienPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: ResolutionFISCAL IMPACT: \$

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

SUGGESTED TITLE:

A RESOLUTION REFERRING A PETITION TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND CONSIDERATION PROPOSING AN AMENDMENT TO CHAPTER 155, SECTION 155.049. SPECIAL PROVISIONS FOR RESIDENTIAL USES IN THE INNER CITY

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The City of Springfield desires to make certain text changes to Section 155.049 in Chapter 155 pertaining to square footage of lot area per dwelling unit. Changes are described in Exhibit "A".

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING CHDO GRANT AGREEMENT #23-01 WITH GROWTH INTERNATIONAL, INC. FOR USE OF THE CITY'S HOME FUNDS, IN AN AMOUNT NOT TO EXCEED \$176,685.00, FOR REHABILITATION OF PROPERTY LOCATED AT 1529 E. EDWARDS STREET, THROUGH 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, the City of Springfield has previously passed ordinances to accept various grants and loans from the Department of Housing and Urban Development for the City of Springfield's HOME Program; and

WHEREAS, HOME Program guidelines required the City of Springfield to set aside a percentage of its annual allocation for not-for-profit Community Housing Development Organizations (CHDO) to develop low income housing; and

WHEREAS, Growth International, Inc. has applied for CHDO funds in the amount of \$176,685.00 for rehabilitation of the property located at 1529 E. Edwards Street; and

WHEREAS, the City of Springfield Office of Planning and Economic Development has determined that Growth International, Inc. meets the criteria to be designated as a CHDO and is eligible for funds in the amount of \$176,685.00.

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

Section 1: That the City Council hereby authorizes execution of CHDO Grant #23-01 with Growth International, Inc. for use of the City's HOME funds in an amount not to exceed \$176,685.00 for rehabilitation of property located at 1529 E. Edwards Street. 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 Growth International, Inc. (OGRO 7051) the amount of \$176,685.00 from account number 001-111-DEVL-HOME-2110.

Section 3: That the City Council of the City of Springfield hereby authorizes the Office of Economic Development to proceed to take all steps necessary to assure compliance by the City of Springfield with the terms of the HOME Investment Partnerships Program.

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

PASSED: _____, 2023

SIGNED: _____, 2023

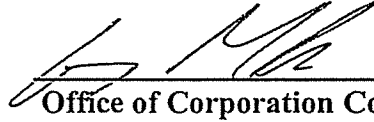
RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/16/23

Office of Corporation Counsel / Date

HOME INVESTMENT PARTNERSHIP PROGRAM

HOME DEVELOPMENT AGREEMENT

CHDO 23-01

THIS AGREEMENT MADE on this _____ day of _____ by and between **Growth International Inc.**, an Illinois nonprofit corporation, whose address is **2525 Taylor Avenue Springfield, IL** and the successors, heirs, and assigns (all of whom are collectively called "AWARDEE" or "OWNER" in this Agreement), and the City of Springfield, Illinois, a municipal corporation, acting by and through the Springfield Office of Planning and Economic Development (referred to as the "CITY" in this Agreement), 800 East Monroe St Springfield, Illinois. This Agreement is executed by the AWARDEE for the purpose of obtaining a GRANT from the CITY in the maximum sum of **ONE HUNDRED SEVENTY SIX THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$176,685)** (called the "GRANT FUNDS" in this Agreement) to be used to pay the costs of the "PROJECT" home buyer unit, located at **1529 E. Edwards Springfield, IL** (referred to in this Agreement as the "Property" and is more particularly described in **Exhibit A** which is hereby incorporated and made a part hereof).

This AGREEMENT is made by the CITY under the authority of the HOME Investment Partnership Program (called "HOME" herein) as enacted into law under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq., as amended) (hereinafter called the "Act") and the regulations issued by the Secretary of the U.S. Department of Housing and Urban Development (called "HUD" herein) at 24 CFR Part 92.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified by the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE CITY AGREES TO MAKE AND THE AWARDEE AGREES TO ACCEPT THE AGREEMENT DESCRIBED ABOVE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Act and Regulations

As an inducement to the CITY to provide the GRANT FUNDS, the AWARDEE has agreed to enter into THIS AGREEMENT and consents to be regulated and restricted as herein provided and by the Act, the rules and regulations of the HOME Program, the policies and procedures of HUD promulgated there under, all as the same may be amended from time to time. AWARDEE agrees to adhere to the HOME program limitations more fully described in EXHIBIT "C" of this AGREEMENT.

2. Purpose of Agreement

The purpose of this Agreement is to express the mutual obligations and commitment of the AWARDEE and the CITY to take those actions necessary and appropriate to develop the PROPERTY as affordable housing.

3. Project Scope

- A. The AWARDEE represents and warrants to the CITY that the AWARDEE will perform the work required to complete the PROJECT, as more thoroughly described in EXHIBIT B of this AGREEMENT, and meet its obligations under this AGREEMENT in a timely and professional manner, using knowledge and generally acceptable standards, and will provide a standard of care equal to, or superior to, care used on similar projects.
- B. The AWARDEE shall perform the work required to complete the PROJECT in adherence to all local, state, and federal requirements, codes, and laws. AWARDEE shall be required to provide all equipment, materials, labor, and clerical support required in connection with the PROJECT and any expenses relating thereto.
- C. The date on which the final HOME-assisted unit is determined by the CITY to satisfy all HOME program requirements for PROJECT completion shall be referred to as the PROJECT Closeout Date (hereinafter called the "PROJECT Closeout Date").

4. Construction Oversight and Inspections

Until the PROJECT Closeout Date, the AWARDEE shall make progress reports to the CITY every sixty (60) days in such detail as may be reasonably requested by the CITY. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the CITY.

AWARDEE will permit the CITY to conduct progress and final inspections of construction to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.

The CITY reserves the right to inspect records and PROJECT sites to determine that reimbursement and compensation requests are reasonable.

The City shall have free access and right of entry at any reasonable time of the day to inspect all or any portion of the Property. These inspections are for the benefit of the CITY to ensure that construction is in accordance with all HOME regulations, local building standards and local codes. In the event of any such inspection, the CITY may inform the AWARDEE of any noncompliance, but the CITY shall not issue direct orders or instructions to the contractor or subcontractor performing the work, except as authorized by the AWARDEE.

The AWARDEE shall take all steps necessary to assure that the CITY is permitted to examine and inspect such work, and all contracts, materials, equipment, fixtures, payrolls and conditions of employment pertaining to the work, and all relevant data, books and records of the AWARDEE to comply with 92.508 (a)(3).

5. Disbursement of GRANT FUNDS

The AWARDEE shall provide all requests for GRANT FUNDS disbursements in a form acceptable to the CITY. Requests for GRANT FUNDS shall only include items eligible under the HOME Program and will not exceed the amount of GRANT FUNDS needed to meet immediate cash needs for eligible costs associated with the development of the PROPERTY.

All requests must conform with the approved PROJECT budget provided in Exhibit B. The CITY must provide written approval for all budget revisions prior to payment of any expenses not conforming to the approved PROJECT budget.

To the extent determined necessary, the CITY may also require the AWARDEE to provide documentation, such as title evidence, waiver of liens, certified payroll records, and other records necessary to demonstrate compliance with HOME regulations before disbursement of GRANT FUNDS. Such documentation shall be in a form acceptable to the CITY and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the PROJECT. The CITY reserves the right to hold disbursement of GRANT FUNDS until adequate documentation has been provided and reviewed. The CITY shall promptly process and make payment on all GRANT FUNDS disbursement requests on a timely basis once all required documentation is received.

Notwithstanding any other provision of the Agreement, the CITY may withhold the final disbursement of GRANT FUNDS. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and HOME-assisted units have been placed in service in full compliance with HOME regulations.

All funds for this agreement will be paid to the AWARDEE. If agreed to by all parties, GRANT FUNDS may be disbursed directly to a contractor. An additional document stipulating this arrangement would be needed at that time.

It is understood that upon the completion of the PROJECT, any HOME funds reserved but not disbursed for eligible expenses under this AGREEMENT will revert to the CITY.

6. Provision of Match Funds

The AWARDEE agrees to provide a match contribution in the amount of _____ to the PROJECT that satisfies the HOME requirements provided at 24 CFR 92.218 - 92.222. The AWARDEE agrees to provide documentation of said match contribution to the CITY before the PROJECT Closeout Date.

7. Affirmative Marketing and Policy

The AWARDEE will adopt and follow a written affirmative marketing plan that complies with the requirements of 24 CFR 92.351(a), including marketing and outreach efforts intended to inform eligible persons who are be least likely to purchase the unit. AWARDEE will prominently display HUD's Equal Housing Opportunity logo, slogan or statement on all advertising and marketing of HOME-assisted units. The AWARDEE will maintain records documenting the marketing of the unit, rejection of any purchase offers, and the grounds for the rejection of any purchase offer.

8. Property Standards

The AWARDEE will ensure the Property is developed in compliance with all applicable state and local codes, ordinances, zoning requirements, HOME standards adopted by the CITY, as well those outlined in 24 CFR 92.251.

The AWARDEE will ensure the Property meets the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619).

The AWARDEE will include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, if the PROJECT scope includes new construction of buildings with more than 4 rental units.

If the PROPERTY includes housing originally constructed before 1978, the AWARDEE will ensure the Property and all development work satisfy the lead-based paint requirements in 24 CFR part 35 and comply with the Residential Lead-based Paint Hazard Reduction Act of 1992, (42 U.S.C. 4851 ET seq), and any HUD regulations issued pursuant thereto, as such regulations exist on the date of execution of this Agreement by AWARDEE.

9. Fees

The AWARDDEE is prohibited from charging fees that are not customarily charged in housing. The AWARDDEE may charge a reasonable application fee to prospective tenants.

10. Nondiscrimination

The AWARDDEE agrees to comply with the following regarding nondiscrimination regulations:

- A. The Civil Rights Act of 1964 (42 U.S.C. 2000, 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;
- B. The Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and 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;
- C. Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, creed, sex or national origin on national 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, Assurances, or contributions agreed to be made by the Federal Government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;
- D. 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.);
- E. The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60;

11. Other Federal Requirements

The AWARDDEE agrees to comply with and to ensure the enforcement of all requirements of applicable Federal law and regulations, including the Equal Opportunity provisions and Labor Standards requirements, as applicable. The AWARDDEE agrees to include such Equal Opportunity provisions and Labor Standards Requirements (if applicable) in any contracts for work financed in whole or in part by this Agreement.

The AWARDEE hereby certifies that it is and will continue to be in compliance with the following:

- 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 as 41 CFR part 60, "CITY of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Any contract for the construction or rehabilitation of 12 or more HOME-assisted units under this Agreement must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141, 3142), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of 40 U.S.C. 3701 et seq.
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subcontracts 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 contracts from the United States").
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 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 wages 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. The AWARDEE shall establish procurement procedures to ensure compliance with federal 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 Non-procurement 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.

- F. The Awardee shall 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.
- G. The Awardee agrees that any occupied residential property acquired as part of this Agreement, will comply with 24 CFR 92.353, to provide relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and the Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4644) and 49 CFR Part 24.
- H. Anti-Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the Awardee, 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 contract, 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, loan or cooperative agreement.

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 agreement, Awardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Awardee shall require that the language of these certifications be included in the award documents for all subawards at all tiers (including subcontracts, subcontracts, and contract under contracts, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

These certifications are 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 and 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 failure.

12. Termination and Other Remedies

The CITY shall have the unilateral right to suspend and terminate this AGREEMENT if:

- A. Notwithstanding any other provision of this Agreement, the GRANT FUNDS have not been fully advanced by the CITY within four (4) years following the date of this Agreement, unless such period has been extended by the CITY in writing;
- B. The AWARDEE makes significant changes to the PROJECT SCOPE without the prior written approval of the CITY;
- C. All AWARDEE's die, become legally incapacitated, or otherwise become legally unable to act prior to the completion of the Improvements;
- D. The AWARDEE abandons the Property;
- E. Any other event occurs which is or may be declared a material breach of this Agreement.

As used in this Agreement, the terms "terminate" and "termination" refer to the rescission of the CITY's obligation to advance GRANT FUNDS to the AWARDEE or to recapture GRANT FUNDS already disbursed, and to the cessation of all further performance by the CITY under this Agreement. Termination shall be accomplished by mailing by certified mail or by personally delivering written notice of termination to the AWARDEE at the address listed above or to any other address of which the AWARDEE has given the CITY written notice personally or by mail addressed to the CITY's address stated in the introduction to this Agreement. Termination shall be effective on the date the notice is mailed or personally delivered to the AWARDEE's address, regardless of whether the notice is actually received by the AWARDEE.

Upon expiration or termination of this agreement, the AWARDEE must transfer to the CITY any HOME funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HOME funds.

The AWARDEE agrees that if the development of the Property is not completed in accordance with the terms of this Agreement or if this Agreement is terminated as provided above, the AWARDEE shall repay to the CITY the full amount of all GRANT FUNDS previously disbursed.

The CITY shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State, or local law, including recapture of GRANT FUNDS disbursed prior to termination, court costs and attorney fees.

13. Records

During the term of this Agreement and for five (5) years thereafter, the AWARDEE shall maintain all plans, books, contracts, personnel and payroll records, documents, and other papers relating to the Property. These records shall at all times be maintained in reasonable

condition for proper audit and shall be subject to examination and inspection at any reasonable time by the CITY, HUD and the Comptroller General of the United States and their designees. Specifically, the foregoing includes all records, calculations and information regarding gross monthly rental and tenant incomes, all leases or written notices to tenants and any other records that might be required from time to time by the CITY for the purpose of determining compliance with the HOME Program regulations (24 CFR 92), the Act, and all contracts and agreements relating to the PROJECT.

14. Conflict of Interest

The AWARDDEE shall adhere to the Conflict of Interest provisions described at 24 CFR 92.356(f). Specifically, no officer, employee, agent, elected or appointed official, or consultant of the AWARDDEE or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the AWARDDEE may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in Exhibit C.

Upon written request of the AWARDDEE, the CITY may grant an exception to the conflict of interest provisions above, including the use of HOME-assisted units for a project manager or maintenance worker.

15. Scope of Agreement and Liability

Nothing contained in this Agreement shall create any relationship between HUD or the CITY and any contractor or subcontractor employed by the AWARDDEE to develop the Property. The CITY's only liability is to the AWARDDEE under this Agreement and is limited to making the GRANT FUNDS available under the terms and conditions stated in this Agreement, any related Note, Mortgage, and neither the CITY nor HUD assumes any obligations other than as stated in this Agreement.

16. Assignability

AWARDEE can assign this Agreement only if the CITY also consents in writing to the assignment. The term "AWARDEE" as used in this Agreement refers to each and every party, which executes this Agreement as an "AWARDEE." Each party that executes this Agreement as an AWARDDEE is jointly and severally liable under this Agreement. Notwithstanding such liability, each party executing this Agreement as an AWARDDEE hereby agrees that any such party may act for and bind all such parties ("AWARDEES") with respect to any right or obligation of a AWARDDEE under this Agreement.

17. Captions

Any captions used in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18. Drafts Not Offer

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

19. Severability

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

20. Amendments and Modifications

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound by such change.

The term "AGREEMENT" as used in this AGREEMENT includes any change orders, amendments, waivers, or successor contracts approved by the CITY.

21. Binding Effect

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

22. Governing Law

This Agreement shall be construed pursuant to the laws of the State of Illinois.

23. Counterparts

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

24. Duration

This agreement shall be in effect from its execution date until completion of the Affordability Period defined in Exhibit C of this AGREEMENT unless terminated earlier as provided herein.

25. Miscellaneous Provisions

The AWARDEE shall take note the following miscellaneous provisions:

- A. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. Awardee 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 Springfield City Council.

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EXHIBIT A: PROPERTY

INCLUDE LEGAL DESCRIPTIONS OF HOME-ASSISTED UNITS

**Property Address
1529 E EDWARDS ST
SPRINGFIELD, IL 62703**

**Legal Description
LOTS 15 & 16 BLOCK 11
MATHER & WELLS ADDN
(12,200 SQ FT) 35-16-**

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EXHIBIT B: BUDGET and SCHEDULE and SCOPE of WORK

CHDO PROJECT 1529 E Edwards

PHASE 1 (4 Weeks)

Planning & Design

Lead Paint and Mold Inspections

Define entire building floor plan views, including bath layouts

Define Roofing, Doors and windows

Kitchen and cabinet layouts

Lighting and power layouts

Mechanical/Plumbing schematics

PHASE 2 (34 Weeks)

Bidding/Construction

Issue bid sets on plan room website (Architect)

Administer bid opening and recordation

Obtain permits

Install Doors & Windows

Rough in HVAC, Plumbing, Electrical, drywall, etc.

Install HVAC, Plumbing fixtures, Flooring, Appliances, Cabinets, etc., in accordance with the plans

PHASE 3 (4 Weeks)

Finishing PROJECT

Punch list inspection

Review of Operations and Maintenance Manuals, etc.

Notes: Phase 1 will start no later than 2 weeks after PROJECT approval and signed CHDO agreement.

Exhibit B: Budget and Schedule

MELOTTE MORSE LEONATTI PARKER, LTD.
213 1/2 S. 6th, Springfield, Illinois 62701-1502
V: 217 789 9515 F: 217 789 9518
e-mail: architect@mmllp.com



Independent Cost Estimate

AFCC Growth International
1529 Edwards Street
Springfield, Illinois 62703

Project No. 122029
Update and Fill Out
1529 Edwards
11/15/2023

Date:

Scope	Cost	Unit	Qty	Total	Remarks
Mobilization	\$2,000.00	LS	1	\$2,000	
Site clearing-Landscaping	\$1,200.00	Allow	1	\$1,200	
Grade at foundation	\$1,500.00	Allow	1	\$1,500	
Garage Demo	\$550.00	LS	1	\$550	siding
Garage repairs	\$2,200.00	EA	0	\$0	Framing & sheathing
Garage siding/fascia	\$200.00	SF	0	\$0	
Garage door/opener	\$2,200.00	EA	0	\$0	
Garage swing doors	\$900.00	EA	0	\$0	
Exterior demolition	\$550.00	LS	1	\$550	Rear deck/ramp
Take down TV tower/patch	\$800.00	LS	1	\$800	
Gutters/JS/Splash blocks	\$40.00	LF	237	\$9,480	house & garage
Replace concrete walks	\$14.00	SF	187	\$2,818	
Replace conc drive	\$15.00	SF	1170	\$17,550	5" on 5" rock
Front porch floor and repairs	\$13.00	SF	195	\$2,535	
Front porch point masonry	\$150.00	EA	7	\$1,050	Piers and stair wings
Ext paint (porch deck & lattice)	\$650.00	LS	1	\$650	Front and side canopy
Rear deck & stairs	\$65.00	SF	75	\$4,875	8 x 10 plus access
Siding repairs	\$1,000.00	LS	1	\$1,000	Misc repairs
Interior Demolition	\$900.00	LS	1	\$900	Basement
1/4 round for flooring	\$750.00	Floor	2	\$1,500	
Kitchen casework	\$175.00	LF	15	\$5,625	
Insulation Attic	\$4.50	SF	697	\$3,092	Add 6"
Re-roof (tear-off, steep roof)	\$800.00	SQ	0	\$0	House & gar - ventilation?
Seal around openings	\$50.00	EA	19	\$950	
Window shades	\$40.00	EA	16	\$720	
Exterior doors	\$900.00	EA	2	\$1,800	Replace
Interior doors	\$400.00	EA	16	\$7,200	Paint/adjust
Flooring (LVT)	\$9.00	SF	1334	\$12,006	
Paint/painting	\$2.25	SF	4500	\$10,800	
Plumbing	\$1,000.00	LS	1	\$1,000	Gen demo in basement
Water heaters	\$1,500.00	EA	1	\$1,500	40 gal gas
Split systems	\$10,000.00	EA	1	\$10,000	
Clean Ductwork	\$600.00	LS	1	\$600	
Electric Service	\$3,500.00	LS	1	\$3,500	
Misc electrical	\$3.00	SF	1420	\$4,260	
Lighting	\$300.00	EA	20	\$6,000	
Asbestos/Lead Abatement	\$5,000.00	Allow	0	\$0	
Total Raw Costs				\$117,611	

Item		PC/Qty	Total	Remarks
Bonds (1.5%)		1.5%	\$1,761	
Permits and Fees (1.5%)		0.6%	\$589	
Bidders Risk Insurance (0.6%)		0.5%	\$589	
Contractors Overhead		10%	\$11,761	
Contractors Profit		10%	\$11,761	
Total Construction Costs			\$23,144,311	
Professional Fees (ICE)	\$385.00	1	\$385	
Professional Fees (ICE)	\$600.00	2	\$1,200	
Professional Fees (Architectural)	\$12,050.00	1	\$12,050	
Professional Fees (Lead/Asb design)	\$2,600.00	1	\$2,600	
Reimbursables & Doc. Pre/ing	\$300.00	1	\$300	
Data/Phone	\$600.00	1	\$600	
CATV	\$600.00	1	\$600	
Design & Construction Contingency (Percent)		10%	\$14,432	
Total Soft Construction Costs			\$32,367	
Total Funds Required			\$23,176,683	

EXHIBIT C: HOME PROGRAM REQUIREMENTS (HOMEBUYER)

1. HOME ASSISTED UNITS

Number of HOME Units: 1 unit

All HOME-assistance is fixed to the following addresses:

1. 1529 East Edwards Springfield, IL

2. DETERMINATION OF SALES PURCHASE PRICE

The HOME-assisted units listed above are subject to the “modest housing” requirement of the HOME Program (24 CFR 92.254(a) (2)), which requires the purchase price for the acquisition of standard housing and the estimated after-rehab value of the housing does not exceed ninety five percent (95%) of the median purchase price for the area, as determined by HUD or the CITY per 24 CFR 92.254(a) (2). The maximum sales price for the HOME-assisted unit is ONE HUNDRED SIXTY ONE THOUSAND FIVE HUNFRED SIXTY NINE DOLLARS (\$161,569).

The AWARDEE agrees to sell the HOME-assisted units at a price equal to or lower than the maximum sales price listed above. The AWARDEE will set the initial sales price based on an appraisal prepared by a real estate professional knowledgeable of the local market.

3. SALE TO A HOME-ELIGIBLE HOMEBUYER

The AWARDEE shall be responsible for marketing all HOME-assisted units and completing the sale of all said units to a HOME-eligible homebuyer at a price affordable to said homebuyer who will use the unit as their principal residence for a period of affordability to be determined by the City.

The HOME-assisted units listed above must be sold to a HOME-eligible homebuyer within nine months from the completion of construction. If there is no ratified sales contract with an eligible homebuyer within 9 months of the date of completion of construction, the unit must be rented to an eligible tenant in accordance with 24 CFR § 92.252. The AWARDEE agrees to repay a pro-rata share of HOME funds disbursed under this Agreement for all HOME-assisted units that do not satisfy the HOME Program requirements for PROJECT completion within nine months of issuance of a certificate of occupancy.

Prior to executing a sales contract for a HOME-assisted unit, the AWARDEE must receive written approval from the CITY. The CITY will provide approval once it is documented that the homebuyer (1) qualifies as a low-income buyer, (2) received required housing counseling, (3) and is financially prepared to sustain homeownership, which includes obtaining responsible, non-predatory financing for the purchase of the HOME-assisted unit.

Prior to transferring the HOME-assisted unit to the selected HOME-eligible homebuyer, the AWARDEE will provide to the CITY an estimated settlement statement and a complete sources and uses for the PROJECT. If an additional subsidy is needed to make the purchase affordable to the selected buyer, the AWARDEE may request additional HOME funds from the CITY in order to make a HOME-assisted unit affordable to a particular HOME-eligible homebuyer. At its discretion, the CITY may provide additional HOME subsidy at closing or require AWARDEE to provide the subsidy through expected proceeds from the sale.

Before transferring the PROPERTY to the homebuyer, the HOME-eligible homebuyer must execute a resale or recapture agreement, as determined by the City, to ensure the property shall be used as the homebuyer's principal residence for the period of affordability to be determined by the City. The resale or recapture agreement will be secured by a note, mortgage, and other documents necessary to secure the terms of the resale or recapture agreement.

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a) (7).

4. NET PROCEEDS

All net sales proceeds from the sale of HOME-assisted units are considered to be CHDO proceeds as defined by 24 CFR 92.300(a) (2). AWARDEE agrees that all CHDO proceeds resulting in the PROJECT will be used for HOME-eligible activities and agrees to maintain adequate documentation to demonstrate the CHDO proceeds were used for HOME-eligible activities.

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EXHIBIT C HOME PROGRAM REQUIREMENTS (RENTAL)

1. HOME ASSISTED UNITS

Number Low HOME: ### units Number High HOME: ### units

All HOME-assistance is fixed to the following addresses:

2. Insert Address (Low HOME 2 Bedroom)
3. Insert Address (Low HOME 2 Bedroom)
4. Insert Address (Low HOME 2 Bedroom)
5. Insert Address (Low HOME 2 Bedroom)

OR INSERT LANGUAGE REGARDING FLOATING UNITS

2. AFFORDABILITY PERIOD

The AWARDEE shall ensure that all HOME-assisted units satisfy the rent, occupancy, and property standard requirements established by the HOME regulations at 24 CFR 92 for a period of twenty (20) years from the Project Closeout Date (hereinafter called the "Affordability Period"). The AWARDEE agrees to provide the CITY with access to all pertinent records to review compliance with rent, tenant income, and other requirements during the Affordability Period.

3. COVENANTS RUNNING WITH THE LAND

The AWARDEE's covenants set forth herein shall be covenants running with the land and they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor and enforceable by the City of Springfield, its successors and assigns against the AWARDEE, its successors and assigns and every successor in interest to the Property or any part thereof or interest therein, and any person in possession or occupancy of the Property or any part thereof.

The restrictions and requirements set forth in this AGREEMENT shall be enforced through a deed restriction or similar covenant recorded in the land records of the Office of Recorder of Deeds, Sangamon County, Illinois, without regard to the term of any Mortgage or transfer of ownership.

In the event the undersigned transfers the subject premises, the purchaser will be subject to all Federal rules and regulations of the HOME Investment Partnership Program and those specifically outlined in this Agreement for the duration of the Affordability Period.

4. PROPERTY STANDARDS

The AWARDEE will ensure that the Property is maintained in a decent, safe, and sanitary manner for the duration of the Affordability Period and that the Property satisfies all applicable State and local codes, ordinances, and requirements, including the City's adopted HOME property standards. Any property standard deficiencies considered to be

health and safety defects must be addressed by the AWARDDEE with 72 hours of receipt of written notice by the CITY.

5. INITIAL RENT LIMITS AND UTILITY ALLOWANCES

The HOME-assisted units listed above are subject to the maximum rents of the HOME Program (24 CFR 92.252), updated annually by HUD. For all HOME-assisted units for which the tenant is paying utilities and services, the AWARDDEE shall not charge a contract rent exceeding the maximum rent limit less the approved monthly utility allowance during the Affordability Period. Initial Rent Limits and Utility Allowances are listed below¹.

	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Gross Rent Limit		\$777	\$958	\$1,065
Utility Allowance		\$186	\$226	\$266
Contract Rent Limit		\$591	\$732	\$799

6. CHANGES TO RENT LIMITS AND UTILITY ALLOWANCES

The AWARDDEE may only make changes and adjustments to contract rents and the utility allowances for the HOME-assisted units listed above with written approval from the CITY.

7. MAXIMUM TENANT INCOMES

The HOME-assisted units listed above are subject to the maximum tenant incomes contained of the HOME Program (24 CFR 92.252), updated annually by HUD. During the Affordability Period, the AWARDDEE may not approve initial occupancy for a HOME-assisted unit for any household whose income exceeds the current maximum income limit.

Persons in Household	Low HOME 50% of Median Income	High HOME 60% of Median Income
1		
2		
3		
4		
5		
6		
7		
8		

¹ Per 24 CFR 92.252(b) (2), HOME-assisted units that receive a Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent, including both the tenant contribution and project-based rental subsidy, is the rent allowable under the Federal or State project-based rental subsidy program.

8. TENANT SELECTION POLICY

The AWARDEE must adopt and adhere to written tenant selection policies and criteria that are consistent the HOME regulations at 24 CFR 92.253(d). Said policies must include provisions that:

- A. Limit the housing to very low- income and low-income families;
- B. Are reasonably related to the applicants' ability to perform the obligations of the lease;
- C. Do not exclude an applicant based on the use of a housing subsidy, including but not limited to the Housing Choice Voucher Program (24 CFR part 982) or HOME-funded tenant-based rental assistance;
- D. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
- E. Give prompt written notification to any rejected applicant of the grounds for any rejection; and
- F. Comply with the VAWA requirements prescribed in § 92.359.

With written approval from the CITY, the AWARDEE may limit eligibility or give a preference to a particular segment of the population. The City will approve tenant selection policies that provide limitations and preferences that adhere to preferences and priorities described in the CITY's Consolidated Plan and the regulations provided at 24 CFR 92.253(d).

9. TENANT PROTECTIONS

The AWARDEE agrees that it will comply with the following regarding tenant protections:

All leases for HOME-assisted units must be for not less than one (1) year, unless by mutual agreement between the tenant and the AWARDEE.

The lease may not contain any of the following provisions:

- A. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the AWARDEE in a lawsuit brought in connection with the lease;
- B. Agreement by the tenant that the AWARDEE may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights

of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The AWARDDEE may dispose of this personal property in accordance with state law;

- C. Agreement by the tenant not to hold the AWARDDEE or the AWARDDEE's agents legally responsible for any action or failure to act, whether intentional or negligent;
- D. Agreement of the tenant that the AWARDDEE may institute a lawsuit without notice to the tenant;
- E. Agreement by the tenant that the AWARDDEE may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- F. Agreement by the tenant to waive any right to a trial by jury;
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the AWARDDEE against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

The AWARDDEE or its agent may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by provision of the AWARDDEE's written notice to the tenant specifying the grounds for the action.

The AWARDDEE will adopt and follow tenant protections to comply with The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L and the requirements of 24 CFR 92.359 in particular.

10. RECORDS

For the duration of the Affordability Period, the AWARDDEE shall submit an annual certification to the CITY, in a format approved by the CITY, that details compliance with the rents, occupancy, property standards, and financial oversight requirements of this Agreement. This annual certification is due within thirty days of the anniversary of the issuance of the Project Closeout Date each year during the Affordability Period and the year following the completion of the Affordability Period.

11. DISPOSITION

Sale of the property to another party before the end of the Affordability Period may only occur with written approval of the CITY, and the purchaser shall assume all obligations of the AWARDEE under this AGREEMENT.

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ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 11-21-23OFFICE REQUESTING: OPEDCONTACT PERSON: Val YazellPHONE NUMBER: 217-789-2377EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: CHDO Grant Agreement FISCAL IMPACT: \$176,685.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING CHDO GRANT AGREEMENT #23-01 WITH GROWTH INTERNATIONAL, INC. FOR USE OF THE CITY'S HOME FUNDS, IN AN AMOUNT NOT TO EXCEED \$176,685.00, FOR REHABILITATION OF PROPERTY LOCATED AT 1529 E. EDWARDS STREET, THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

CONTRACTOR / VENDOR NAME: Growth International Inc.VENDOR NO: OGRO7051CONTRACT TERM: Nov. 2023 - Nov. 2024

CONTRACT # _____

Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$176,685.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

EXPENDITURE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	HOME	2110	\$176,685.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

GROWTH INTERNATIONAL, INC. HAS REQUESTED USE OF THE CITY'S HOME FUNDS, IN AN AMOUNT NOT TO EXCEED \$176,685.00, FOR REHABILITATION OF PROPERTY LOCATED AT 1529 E. EDWARDS STREET, THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT. THIS ORDINANCE WILL AUTHORIZE CHDO GRANT AGREEMENT #23-01.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)