

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$606,073.00 FOR THE PURCHASE OF EQUIPMENT NOT RECEIVED BY THE END OF FY24, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 279-07-22 accepted Proposal No. UE-23-06 for a five-year contract with Illinois National Bank for Municipal Financing for the purchase of vehicles and equipment in the principal amount not to exceed \$2,400,000.00, with interest payments of \$135,501.05, for the Office Of Public Utilities, and

WHEREAS, this Ordinance is necessary to purchase equipment that was not received by the end of FY24 and the funds were not budgeted in the account line for FY25, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$606,073.00 from the 2022 Auto Loan proceeds to the Water and Electric FY25 budget in order to cover the cost of the equipment, and

WHEREAS, it is in the best interests of the City to approve the supplemental appropriation.

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

Section 1. The Council of the City of Springfield, Illinois, hereby authorizes a supplemental appropriation from 2022 Auto Loan proceeds to the Water and Electric FY25 budget, account lines to 101-200-JAAB-4552-1502 (\$5,710.00), 102-200-JAAB-3842-1502 (\$32,355.00), 101-200-JAAB-4682-1504 (\$230,564.00), 102-200-JAAD-3852-1503 (\$196,528.00), and 102-100-CBBA-3852-1503 (\$140,916.00), in the amount of \$606,073.00.

Section 2. The Office of Budget and Management is hereby authorized and directed to effectuate said supplemental appropriation.

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

Section 4. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 5. 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, publication according to law, and recording with City Clerk.

PASSED: _____, 2024

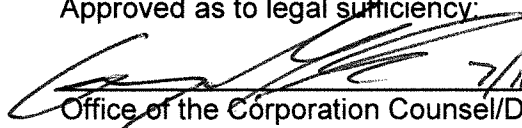
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


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

AFE	Fund	Org	Activity	Budget Object	Vehicle Description	Auto Loan Listed Amount		Actual	
						Water	Electric	Water	Electric
LNR9	102	CBBA	3852	1503	DUMP TRUCK FOR UG DISTRIBUTION WORK	\$0	\$120,000	\$0	\$140,916
*LMQ7	102	JAAB	3842	1502	PATROL VEHICLES	\$0	\$34,000	\$0	\$32,355
*TAH6	101	JAAB	4552	1502	PATROL VEHICLES	\$34,000	\$0	\$5,710	\$0
LNR8	102	JAAD	3852	1503	65 FT BUCKET TRUCK FOR LAKE SERVICES TREE CREW	\$0	\$190,000	\$0	\$196,528
TI66	101	JAAD	4682	1504	Work Equipment, Dump Truck	\$150,000	\$0	\$166,874	\$0
TI67	101	JAAD	4682	1504	2 Ford F150s	\$50,000	\$0	\$63,690	\$0

* LMQ7/TAH6, when the loan was made TAH6 was not accounted for originally for the water portion of the vehicles. \$606,073

2022-272

2022-261

279-07-22

AN ORDINANCE ACCEPTING PROPOSAL NO. UE23-06 FOR A FIVE-YEAR CONTRACT WITH ILLINOIS NATIONAL BANK ("INB") FOR MUNICIPAL FINANCING FOR THE PURCHASE OF VEHICLES AND EQUIPMENT IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$2,400,000.00, WITH INTEREST PAYMENTS OF \$135,501.05, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE23-06 for a five-year contract with Illinois National Bank ("INB") for municipal financing for the purchase of vehicles and equipment in the principal amount not to exceed \$2,400,000.00 and interest payments of \$135,501.05, and

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

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

WHEREAS, the proposal documents with INB shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE23-06.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UE23-06 for a five-year contract with INB for municipal financing for the purchase of vehicles and equipment in the principal amount not to exceed Two Million Four Hundred Thousand Dollars and No Cents (\$2,400,000.00) and interest payments of One Hundred Thirty-Five Thousand Five Hundred One Dollar and Five Cents (\$135,501.05) for the City of Springfield Office of Public Utilities.

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

Section 3. The payment by the City of Springfield Office of Budget and Management is hereby authorized, approved, and directed to pay INB the principal amount not to exceed Two Million Four Hundred Thousand Dollars and No Cents (\$2,400,000.00) and interest payments of One Hundred Thirty-Five Thousand Five Hundred One Dollar and Five Cents (\$135,501.05) for the City of Springfield Office of Public Utilities from Account Nos. 101-300-KB-6473-2401, 101-300-KB-6467-2402, 102-300-KB-7561-2401, and 102300-KB-7556-2402 in accordance with the terms of the agreement. 6464

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

PASSED: July 5 2022 SIGNED: July 7 2022
RECORDED: July 7 2022 MAYOR
ATTEST: July 7 2022

Approved as to legal sufficiency:

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

2022-261

279-07-22

2022-261

279-07-22

COPY

COPY

ORDINANCE INFORMATION

AGENDA NUMBER:
DATE OF 1ST READING: 6-21-22
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: \$2,400,000.00 principal BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Proposal No. UE23-06

ACCOUNTING INFORMATION: Account Nos. 101-300-KB-6473-2401, 101-300-KB-6467-2402, 102-300-KB-7561-2401, and 102-300-KB-7556-2402

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Illinois National Bank CONTRACT AMOUNT: \$ 2,400,000.00 principal
(Original Amount # Change Order)

CONTRACT TERM: 60 months / 5 years TYPE OF AWARD: RFP - Best Proposal

CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDTL 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 the low bid for Proposal No. UE23-06 with Illinois National Bank for municipal financing for the purchase of vehicles and equipment in the principal amount not to exceed \$2,400,000.00 and interest payments of \$135,501.05. This is 60-month/5-year loan at a fixed 2.25% interest rate; to begin in August 2022.

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

Rev: 6-21-96

The information supplied on this form is not confidential information.

ORDINANCE FACT SHEET

DATE OF 1st READING: 07-16-24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: x-2626

FISCAL IMPACT: 606,073.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$606,073.00 FOR THE PURCHASE OF EQUIPMENT NOT RECEIVED BY THE END OF FY24, FOR THE OFFICE OF PUBLIC UTILITIES

CONTRACTOR / VENDOR NAME: n/a

VENDOR NO: _____

CONTRACT TERM: n/a

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

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s Auto loan 279-07-22

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	SEE	attached	paperwork for acct. lines	and dollar amounts		
2						
3						
4						

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

Listing of account lines, items, dollar amounts.

STAFF ANALYSIS

Ordinance is necessary to purchase equipment that was not received by the end of FY24 and the funds were not budgeted in the account line for FY25 - items in both Water & Electric.



FUNDS CHECK BY: Kerfoot, Benjamin R.

Digitally signed by Kerfoot,
Benjamin R.
Date: 2024.07.05 07:34:01 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Date: 7/3/24

CITY PURCHASING AGENT: _____

Date: 7/8/2024

SIGN OFF: _____

(Mayor's Signature)

GIBN

(Director of OBM)

The information supplied on this form is not confidential information.

2024-272

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT
UE25-04-12 – HYDRATED LIME FOR UNIT 4 WITH MISSISSIPPI
LIME COMPANY IN AN AMOUNT NOT TO EXCEED \$746,340.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE25-04-12 – Purchase & Delivery of Hydrated Lime for Unit 4 - 5 Years, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-04-12 was placed, and

WHEREAS, Mississippi Lime Company ("Mississippi Lime") submitted the lowest bid, and

WHEREAS, this contract will be in effect from August 1, 2024 to July 31, 2029, 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. UE25-04-12.

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 Mississippi Lime for Contract UE25-04-12 – Purchase & Delivery of Hydrated Lime for Unit 4 - 5 Years in an amount not to exceed Seven Hundred Forty-Six Thousand Three Hundred Forty Dollars and No Cents (\$746,340.00) for the Office of Public Utilities.

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

Section 3. The payment to Mississippi Lime for the total maximum amount of Seven Hundred Forty-Six Thousand Three Hundred Forty Dollars and No Cents (\$746,340.00) from Account No. 102-100-CABC-8018-1418 is hereby authorized, approved, and directed.

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

PASSED: _____, 2024

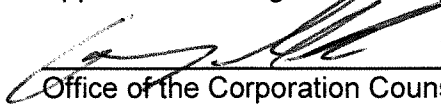
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 7/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

CONTRACT NAME: Purchase & Delivery of Hydrated Lime for Unit 4

CONTRACT NO: UE25-04-12

DEPARTMENT: Electric Generation

DATE: June 20, 2024



	Mississippi Lime Co. St. Louis, MO	Lhoist North America Genevieve, MO	Carmeuse Lime & Stone Pittsburgh, PA
Year 1 Cost per ton	\$347.74	Did	\$429.22
Year 1 Shipping Cost per ton	\$37.20		Included
Year 2 Cost per ton	\$375.58	Not	\$450.68
Year 2 Shipping Cost per ton	\$39.06		Included
Year 3 Cost per ton	\$403.31	Meet	\$473.22
Year 3 Shipping Cost per ton	\$41.01		Included
Estimated Annual Tonage (600 tons)	600	Specifications	600
Extended Annual Cost - Year 1	\$230,964.00	Did Not Meet	\$257,532.00
Extended Annual Cost - Year 2	\$248,784.00		\$270,408.00
Extended Annual Cost - Year 3	\$266,592.00	Specifications	\$283,932.00
	\$746,340.00	Did Not Meet Specs	\$811,872.00

Lhoise North America did not bid Years 2 and 3 as required, so they were eliminated.

Recommend Award of Bid to Mississippi Lime Company, low 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: **May 14, 2024**
Fax: 217-789-2207

Contract Index No: **UE25-04-12**
Contract Name: **Purchase & Delivery of Hydrated Lime for Unit 4 - 5 Years**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, June 13, 2024

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: Mississippi Lime Company d/b/a MLC

Contact Name: David Cox

Vendor Address: 3870 S. Lindbergh Blvd., Ste. 200, St. Louis, MO 63127

Vendor E-Mail: sales@mlc.com

Phone: 800-437-5463 **Fax:** _____

PRICE PAGE
HYDRATED LIME FOR
DALLMAN UNIT 4 GENERATING FACILITY – 5 YEAR

Contractor agrees to haul Hydrated Lime to the Dallman Unit 4 Generating Facility under the term as stated in these specifications for the following Unit price:

Cost Plus: for Dallman Unit 4 Generating Facility 3100 Stevenson Drive, Springfield IL 62703 based on price sheet listed below. Pricing includes costs of Hydrated Lime with delivery to site including fuel adjustment costs. Supplying costs for August 1, 2027 through July 31, 2028 and August 1, 2028 through July 31, 2029 is optional.

Hydrated Lime cost per ton per contract year:

August 1, 2024 through July 31, 2025 \$ 347.74 per ton
August 1, 2025 through July 31, 2026 \$ 375.58 per ton
August 1, 2026 through July 31, 2027 \$ 403.31 per ton
Optional: August 1, 2027 through July 31, 2028 \$ _____ per ton
Optional: August 1, 2028 through July 31, 2029 \$ _____ per ton

Plus transportation cost per contract year:

August 1, 2024 through July 31, 2025 \$ 37.20 + FSC per ton
August 1, 2025 through July 31, 2026 \$ 39.06 + FSC per ton
August 1, 2026 through July 31, 2027 \$ 41.01 + FSC per ton
Optional: August 1, 2027 through July 31, 2028 \$ _____ per ton
Optional: August 1, 2028 through July 31, 2029 \$ _____ per ton

Total cost per ton per contract year:

August 1, 2024 through July 31, 2025 \$ 384.90 per ton
August 1, 2025 through July 31, 2026 \$ 414.64 per ton
August 1, 2026 through July 31, 2027 \$ 444.32 per ton
Optional: August 1, 2027 through July 31, 2028 \$ _____ per ton
Optional: August 1, 2028 through July 31, 2029 \$ _____ per ton

***Variable Fuel Surcharge based on included rate schedule**

Taxes: Since CWLP is a municipally owned, Contractor shall confirm that no tax has been included in the price which would be exempted for government entity by writing "No Tax Included".

No Tax Included

2024-273

Fuel Surcharge Chart

When the DOE (Department of Energy) National fuel index national average falls into one of the following categories, a fuel surcharge will be added to the net charges on a single shipment.

D.O.E. Diesel Fuel Index is updated every Monday at 4:00pm and will be effective the following Tuesday. Current U.S. On-Highway Diesel Fuel Prices are available at <http://www.eia.gov/petroleum/gasdiesel>.

Fuel Index Effective 05/07/2024		Truckload (Per Mile)
\$3.894		\$0.55
From	To	Truckload (Per Mile)
\$1.301	\$1.350	\$0.04
\$1.351	\$1.400	\$0.05
\$1.401	\$1.450	\$0.06
\$1.451	\$1.500	\$0.07
\$1.501	\$1.550	\$0.08
\$1.551	\$1.600	\$0.09
\$1.601	\$1.650	\$0.10
\$1.651	\$1.700	\$0.11
\$1.701	\$1.750	\$0.12
\$1.751	\$1.800	\$0.13
\$1.801	\$1.850	\$0.14
\$1.851	\$1.900	\$0.15
\$1.901	\$1.950	\$0.16
\$1.951	\$2.000	\$0.17
\$2.001	\$2.050	\$0.18
\$2.051	\$2.100	\$0.19
\$2.101	\$2.150	\$0.20
\$2.151	\$2.200	\$0.21
\$2.201	\$2.250	\$0.22
\$2.251	\$2.300	\$0.23
\$2.301	\$2.350	\$0.24
\$2.351	\$2.400	\$0.25
\$2.401	\$2.450	\$0.26
\$2.451	\$2.500	\$0.27
\$2.501	\$2.550	\$0.28
\$2.551	\$2.600	\$0.29
\$2.601	\$2.650	\$0.30
\$2.651	\$2.700	\$0.31
\$2.701	\$2.750	\$0.32
\$2.751	\$2.800	\$0.33
\$2.801	\$2.850	\$0.34
\$2.851	\$2.900	\$0.35
\$2.901	\$2.950	\$0.36
\$2.951	\$3.000	\$0.37

Fuel Index Effective 05/07/2024

\$3.894

Truckload (Per Mile)

\$0.55

From	To	Truckload (Per Mile)
\$3.001	\$3.050	\$0.38
\$3.051	\$3.100	\$0.39
\$3.101	\$3.150	\$0.40
\$3.151	\$3.200	\$0.41
\$3.201	\$3.250	\$0.42
\$3.251	\$3.300	\$0.43
\$3.301	\$3.350	\$0.44
\$3.351	\$3.400	\$0.45
\$3.401	\$3.450	\$0.46
\$3.451	\$3.500	\$0.47
\$3.501	\$3.550	\$0.48
\$3.551	\$3.600	\$0.49
\$3.601	\$3.650	\$0.50
\$3.651	\$3.700	\$0.51
\$3.701	\$3.750	\$0.52
\$3.751	\$3.800	\$0.53
\$3.801	\$3.850	\$0.54
\$3.851	\$3.900	\$0.55
\$3.901	\$3.950	\$0.56
\$3.951	\$4.000	\$0.57
\$4.001	\$4.050	\$0.58
\$4.051	\$4.100	\$0.59
\$4.101	\$4.150	\$0.60
\$4.151	\$4.200	\$0.61
\$4.201	\$4.250	\$0.62
\$4.251	\$4.300	\$0.63
\$4.301	\$4.350	\$0.64
\$4.351	\$4.400	\$0.65
\$4.401	\$4.450	\$0.66
\$4.451	\$4.500	\$0.67
\$4.501	\$4.550	\$0.68
\$4.551	\$4.600	\$0.69
\$4.601	\$4.650	\$0.70
\$4.651	\$4.700	\$0.71
\$4.701	\$4.750	\$0.72
\$4.751	\$4.800	\$0.73
\$4.801	\$4.850	\$0.74
\$4.851	\$4.900	\$0.75
\$4.901	\$4.950	\$0.76
\$4.951	\$5.000	\$0.77

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Fuel Index Effective 05/07/2024

\$3.894

Truckload (Per Mile)

\$0.55

From	To	Truckload (Per Mile)
\$5.001	\$5.050	\$0.78
\$5.051	\$5.100	\$0.79
\$5.101	\$5.150	\$0.80
\$5.151	\$5.200	\$0.81
\$5.201	\$5.250	\$0.82
\$5.251	\$5.300	\$0.83
\$5.301	\$5.350	\$0.84
\$5.351	\$5.400	\$0.85
\$5.401	\$5.450	\$0.86
\$5.451	\$5.500	\$0.87
\$5.501	\$5.550	\$0.88
\$5.551	\$5.600	\$0.89
\$5.601	\$5.650	\$0.90
\$5.651	\$5.700	\$0.91
\$5.701	\$5.750	\$0.92
\$5.751	\$5.800	\$0.93
\$5.801	\$5.850	\$0.94
\$5.851	\$5.900	\$0.95
\$5.901	\$5.950	\$0.96
\$5.951	\$6.000	\$0.97
\$6.001	\$6.050	\$0.98
\$6.051	\$6.100	\$0.99
\$6.101	\$6.150	\$1.00
\$6.151	\$6.200	\$1.01
\$6.201	\$6.250	\$1.02
\$6.251	\$6.300	\$1.03
\$6.301	\$6.350	\$1.04
\$6.351	\$6.400	\$1.05
\$6.401	\$6.450	\$1.06
\$6.451	\$6.500	\$1.07
\$6.501	\$6.550	\$1.08
\$6.551	\$6.600	\$1.09
\$6.601	\$6.650	\$1.10
\$6.651	\$6.700	\$1.11
\$6.701	\$6.750	\$1.12
\$6.751	\$6.800	\$1.13
\$6.801	\$6.850	\$1.14
\$6.851	\$6.900	\$1.15
\$6.901	\$6.950	\$1.16
\$6.951	\$7.000	\$1.17
\$7.001	\$7.050	\$1.18

Fuel Index Effective 05/07/2024

\$3.894

Truckload (Per Mile)

\$0.55

From	To	Truckload (Per Mile)
\$7.051	\$7.100	\$1.19
\$7.101	\$7.150	\$1.20
\$7.151	\$7.200	\$1.21
\$7.201	\$7.250	\$1.22
\$7.251	\$7.300	\$1.23
\$7.301	\$7.350	\$1.24
\$7.351	\$7.400	\$1.25
\$7.401	\$7.450	\$1.26
\$7.451	\$7.500	\$1.27
\$7.501	\$7.550	\$1.28
\$7.551	\$7.600	\$1.29
\$7.601	\$7.650	\$1.30
\$7.651	\$7.700	\$1.31
\$7.701	\$7.750	\$1.32
\$7.751	\$7.800	\$1.33
\$7.801	\$7.850	\$1.34
\$7.851	\$7.900	\$1.35
\$7.901	\$7.950	\$1.36
\$7.951	\$8.000	\$1.37
\$8.001	\$8.050	\$1.38
\$8.051	\$8.100	\$1.39
\$8.101	\$8.150	\$1.40
\$8.151	\$8.200	\$1.41
\$8.201	\$8.250	\$1.42
\$8.251	\$8.300	\$1.43
\$8.301	\$8.350	\$1.44
\$8.351	\$8.400	\$1.45
\$8.401	\$8.450	\$1.46
\$8.451	\$8.500	\$1.47
\$8.501	\$8.550	\$1.48
\$8.551	\$8.600	\$1.49
\$8.601	\$8.650	\$1.50
\$8.651	\$8.700	\$1.51
\$8.701	\$8.750	\$1.52
\$8.751	\$8.800	\$1.53
\$8.801	\$8.850	\$1.54
\$8.851	\$8.900	\$1.55
\$8.901	\$8.950	\$1.56
\$8.951	\$9.000	\$1.57
\$9.001	\$9.050	\$1.58
\$9.051	\$9.100	\$1.59

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Fuel Index Effective 05/07/2024

\$3.894

Truckload (Per Mile)

\$0.55

From	To	Truckload (Per Mile)
\$9.101	\$9.150	\$1.60
\$9.151	\$9.200	\$1.61
\$9.201	\$9.250	\$1.62
\$9.251	\$9.300	\$1.63
\$9.301	\$9.350	\$1.64
\$9.351	\$9.400	\$1.65
\$9.401	\$9.450	\$1.66
\$9.451	\$9.500	\$1.67
\$9.501	\$9.550	\$1.68
\$9.551	\$9.600	\$1.69
\$9.601	\$9.650	\$1.70
\$9.651	\$9.700	\$1.71
\$9.701	\$9.750	\$1.72
\$9.751	\$9.800	\$1.73
\$9.801	\$9.850	\$1.74
\$9.851	\$9.900	\$1.75
\$9.901	\$9.950	\$1.76
\$9.951	\$10.000	\$1.77
\$10.001	\$10.050	\$1.78
\$10.051	\$10.100	\$1.79
\$10.101	\$10.150	\$1.80
\$10.151	\$10.200	\$1.81
\$10.201	\$10.250	\$1.82
\$10.251	\$10.300	\$1.83
\$10.301	\$10.350	\$1.84
\$10.351	\$10.400	\$1.85
\$10.401	\$10.450	\$1.86
\$10.451	\$10.500	\$1.87
\$10.501	\$10.550	\$1.88
\$10.551	\$10.600	\$1.89
\$10.601	\$10.650	\$1.90
\$10.651	\$10.700	\$1.91
\$10.701	\$10.750	\$1.92
\$10.751	\$10.800	\$1.93
\$10.801	\$10.850	\$1.94
\$10.851	\$10.900	\$1.95
\$10.901	\$10.950	\$1.96
\$10.951	\$11.000	\$1.97
\$11.001	\$11.050	\$1.98
\$11.051	\$11.100	\$1.99
\$11.101	\$11.150	\$2.00

Fuel Index Effective 05/07/2024

\$3.894

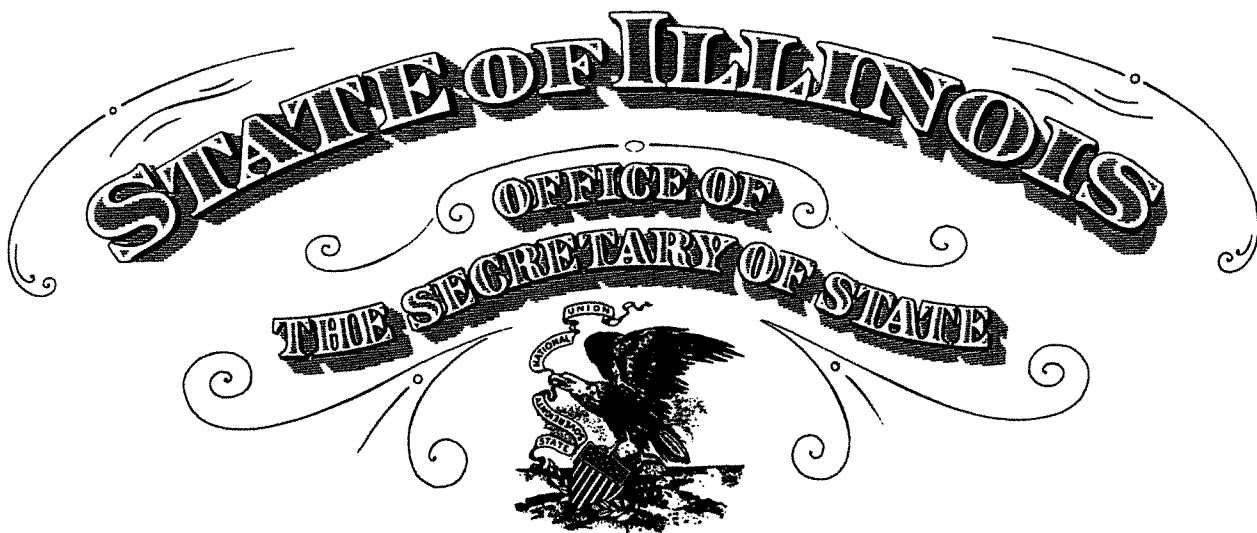
Truckload (Per Mile)

\$0.55

From	To	Truckload (Per Mile)
\$11.151	\$11.200	\$2.01
\$11.201	\$11.250	\$2.02
\$11.251	\$11.300	\$2.03
\$11.301	\$11.350	\$2.04
\$11.351	\$11.400	\$2.05
\$11.401	\$11.450	\$2.06
\$11.451	\$11.500	\$2.07
\$11.501	\$11.550	\$2.08
\$11.551	\$11.600	\$2.09
\$11.601	\$11.650	\$2.10
\$11.651	\$11.700	\$2.11
\$11.701	\$11.750	\$2.12
\$11.751	\$11.800	\$2.13
\$11.801	\$11.850	\$2.14
\$11.851	\$11.900	\$2.15
\$11.901	\$11.950	\$2.16

File Number

0929-964-5



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MISSISSIPPI LIME COMPANY, INCORPORATED IN MISSOURI AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON OCTOBER 27, 1952, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of JANUARY A.D. 2024 .

Authentication #: 2403003724 verifiable until 01/30/2025
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

2024-273

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/16/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: x2626

FISCAL IMPACT: 746,340.00

SUGGESTED TITLE: AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE25-04-12 – HYDRATED LIME FOR UNIT 4 WITH MISSISSIPPI LIME COMPANY IN AN AMOUNT NOT TO EXCEED \$746,340.00, FOR THE OFFICE OF PUBLIC UTILITIES

CONTRACTOR / VENDOR NAME: Mississippi Lime Company

VENDOR NO: _____

CONTRACT TERM: 60 months (8/1/24 - 7/31/29)

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: 746,340.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s 364-10-2020

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	102	100	CABC	8018	1418	746,340.00
2						
3						
4						

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

Updated bid tab, inserts from the blue book.

STAFF ANALYSIS

5 yr contract for Hydrated Lime / Unit 4.

FUNDS CHECK BY: Cavanaugh,
Rachel H.Digitally signed by
Cavanaugh, Rachel H.
Date: 2024.06.26 12:29:11
-05'00'

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.06.26 12:20:29 -05'00'

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: 6/28/2024

(Director of OBM)

2024-273

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION
AUTHORITY IN THE AMOUNT OF \$162,663.00 FROM THE CITY GARAGE
EXPENSE BUDGET TO NEW EXPENSE BUDGET LINES ESTABLISHED TO
ACCOMMODATE THE USDA FOREST SERVICE GRANT, 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 \$162,663.00 from the FY25 City Garage expense budget to accommodate a new and separate budget expressly for the USDA Forest Service Grant.

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 \$162,663.00 from the FY25 City Garage expense budget to accommodate a new and separate budget expressly for the USDA Forest Service Grant 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:

See Exhibit "A"

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: _____, 2024

SIGNED: _____, 2024

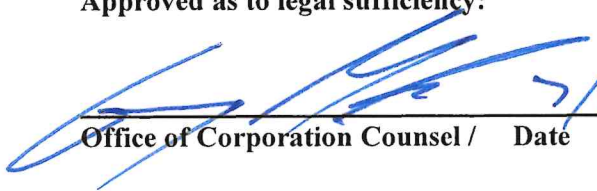
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 7/5/24

Ex. A

USDA Forest Service Grant # 24-CA-11132544-010-009

FY2025 6/24/2024 to 2/28/2025

From

Fund	Dept.	Unit	Activity	Object	Object Name	Exp.Budget
001	110	WORK	GARA	1102	Regular Salaries	\$57,606.00
001	110	WORK	GARA	1106	Unemployment Compensation	\$75.00
001	110	WORK	GARA	1107	Retirement -- Imrf	\$3,500.00
001	110	WORK	GARA	1108	Retirement -- Fica	\$2,500.00
001	110	WORK	GARA	1109	Employee Insurance	\$7,783.00
001	110	WORK	GARA	1119	Sick Leave Payout Contribution	\$175.00
001	110	WORK	GARA	1121	Workers' Comp Contribution	\$175.00
001	110	WORK	GARA	1232	Contractual Serv & License Fee	\$81,884.00
001	110	WORK	GARA	1416	Commodities, Not Elsewhere Cla	\$3,965.00
001	110	WORK	GARA	1604	Edp Equipment	\$5,000.00
001	110	WORK	GARA	2602	Lodging	
001	110	WORK	GARA	2603	Transportation	
001	110	WORK	GARA	2604	Per Diem	
					Activity Sum:	\$162,663.00

To

Fund	Dept.	Unit	Activity	Object	Object Name	Exp.Budget
001	110	WORK	TREE	1102	Regular Salaries	\$57,606.00
001	110	WORK	TREE	1106	Unemployment Compensation	\$75.00
001	110	WORK	TREE	1107	Retirement -- Imrf	\$3,500.00
001	110	WORK	TREE	1108	Retirement -- Fica	\$2,500.00
001	110	WORK	TREE	1109	Employee Insurance	\$7,783.00
001	110	WORK	TREE	1119	Sick Leave Payout Contribution	\$175.00
001	110	WORK	TREE	1121	Workers' Comp Contribution	\$175.00
001	110	WORK	TREE	1232	Contractual Serv & License Fee	\$81,884.00
001	110	WORK	TREE	1416	Commodities, Not Elsewhere Cla	\$3,965.00
001	110	WORK	TREE	1604	Edp Equipment	\$5,000.00
001	110	WORK	TREE	2602	Lodging	
001	110	WORK	TREE	2603	Transportation	
001	110	WORK	TREE	2604	Per Diem	
					Activity Sum:	\$162,663.00

2024-274

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

7/16/2024

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 \$162,663.00 OF APPROPRIATION AUTHORITY FROM THE CITY GARAGE EXPENSE BUDGET TO NEW EXPENSE BUDGET LINES ESTABLISHED TO ACCOMMODATE THE USDA FOREST SERVICE GRANT 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: 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:					
1	City Garage Expense Budget (See Attached)				
2					
3					
4					

Transfer To:					
1	USDA Forest Service Grant Budget (See Attached)				
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 06-26-2024

CITY PURCHASING AGENT: _____

Date: 26 JUN 24

COMMENTS

This ordinance will authorize a transfer of appropriation authority from the FY25 City Garage expense budget to accommodate a new and separate budget expressly for the USDA Forest Service Grant expenditures.

SIGN OFF: _____

(Mayor's Signature) GEM(Director of OBM) 6/26/24

2024-274

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$871,500.00, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the Office of Public Works is requesting a supplemental appropriation in the amount of \$871,500.00 of the Illinois Department of Natural Resource Grant #MC21-033 for the Central Illinois African American History Museum Expansion Project.

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 \$871,500.00 of the Illinois Department of Natural Resource Grant #MC21-033 for the Central Illinois African American History Museum Expansion Project.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$871,500.00 from revenue account 004-110-CEMT-AAHM-1850 into account 004-110-CEMT-AAHM-2305.

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: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/10/24

Office of Corporation Counsel / Date

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT NO. MC 21-033 FROM THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES, IN THE AMOUNT OF \$622,500.00, FOR FUNDING THE SPRINGFIELD AND CENTRAL ILLINOIS AFRICAN AMERICAN HISTORY MUSEUM EXPANSION PROJECT, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$622,500.00 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the Office of Planning and Economic Development has been notified that the Illinois Department of Natural Resources is willing to award Grant No. MC 21-033, in the amount of \$622,500.00, to fund the Springfield and Central Illinois African American History Museum Expansion Project; and

WHEREAS, it is in the best interest of the City of Springfield to accept this grant from the Illinois Department of Natural Resources; and

WHEREAS, a copy of the grant agreement shall be located in the Office of the City Clerk and identified as Grant No. MC 21-033; and

WHEREAS, the Office of Planning and Economic Development is requesting a supplemental appropriation, in the amount of \$622,500.00, from funds received from Grant No. MC 21-033.

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

Section 1: That the City Council hereby accepts Grant No. MC 21-033 from the Illinois Department of Natural Resources in the amount of \$622,500.00, for the Office of Planning and Economic Development. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$622,500.00 for the Office of Planning and Economic Development as follows:

FROM ACCOUNT	AMOUNT
001-111-DEVL-DEVL-1850	\$622,500.00
TO ACCOUNT	AMOUNT
001-111-DEVL-DEVL-1501	\$14,900.00
001-111-DEVL-DEVL-1218	\$39,600.00
001-111-DEVL-DEVL-1218	\$565,500.00
001-111-DEVL-DEVL-2110	\$5,000.00

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as set forth above.

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

Section 5: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: July 19, 2022 SIGNED: July 22, 2022

RECORDED: July 22, 2022 [Signature]
Mayor James O. Langfelder

ATTEST: [Signature] Approved as to legal sufficiency:
City Clerk Frank J. Lesko

Requested by: Mayor James O. Langfelder [Signature] /
Office of Corporation Counsel / Date

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW24-06-35 WITH AFE CONSTRUCTION, LLC FOR THE CONSTRUCTION OF AN ADDITION AND ROOF AT THE AFRICAN-AMERICAN HISTORY MUSEUM, IN AN AMOUNT NOT TO EXCEED \$822,225.00, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires to construct an addition and install a new roof at the African-American History Museum building at 1440 N. Monument Avenue, Springfield, Illinois; and

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

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that AFE Construction, LLC has submitted the lowest responsible bid meeting specifications to construct the addition and roof at the African-American History Museum, for the Office of Public Works in an amount not to exceed \$822,225.00; and

WHEREAS, the City Council previously passed ordinance number 329-07-22 accepting Grant No. MC 21-033 from the State of Illinois Department of Natural Resources for funding the Springfield and Central Illinois African American History Museum Expansion Project; and

WHEREAS, \$814,500.00 of the construction will be paid for by the Illinois Department of Natural Resources Grant No. MC 21-033 and the remaining \$7,725.00 will be paid from local funds; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW24-06-35; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to AFE Construction, LLC.

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

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW24-06-35 with AFE Construction, LLC for construction of an addition and roof at the African-American History Museum, for the Office of Public Works in an amount not to exceed \$822,225.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay AFE Construction, LLC in an amount not to exceed \$822,225.00 from account number 004-110-CEMT-CEMT-2305 upon satisfactory performance of the contract.

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

PASSED: December 5, 2023

RECORDED: December 6, 2023

ATTEST: 
City Clerk Frank J. Lesko

SIGNED: Dec 6, 2023


Mayor Misty Buscher

Approved as to legal sufficiency:

 11/20/23
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 23-105
DATE OF 1ST READING: 11/7/23

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Agreement FISCAL IMPACT: \$ 822,225.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH AFE CONSTRUCTION, LLC FOR THE CONSTRUCTION OF AN ADDITION AND ROOF AT THE AFRICAN-AMERICAN HISTORY MUSEUM FOR THE OFFICE OF PUBLIC WORKS

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

Contracts

Transfer Request OPED-752

Ord 329-07-22

IDNR Grant Agreement

CONTRACTOR / VENDOR NAME: AFE Construction, LLC

VENDOR NO:

CONTRACT TERM: Completion

CONTRACT #

PW24-06-35

Change in Scope

Yes ☐ No ☒

CONTRACT AMOUNT: \$822,225.00

(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	004	110	CEMT	CEMT	2305	\$ 822,225.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for construction of an addition and installation of a new roof at the African-American History Museum building at 1440 N Monument Av. This building is owned by Oak Ridge Cemetery, and the work is mostly funded by DNR Grant MC 21-033.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF A
MODIFICATION TO ILLINOIS DEPARTMENT OF NATURAL
RESOURCES GRANT NO. MC 21-033, IN THE AMOUNT OF \$249,000.00,
FOR ADDITIONAL FUNDING FOR THE SPRINGFIELD AND CENTRAL
ILLINOIS AFRICAN-AMERICAN HISTORY MUSEUM EXPANSION
PROJECT AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION
OF \$249,000.00, FOR THE OFFICE OF PUBLIC WORKS UPON ILLINOIS
DEPARTMENT OF NATURAL RESOURCES APPROVAL OF
MODIFICATION TO GRANT NO. MC 21-033**

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 number 329-07-22 accepting Grand No. MC 21-033 from the State of Illinois Department of Natural Resources for funding the Springfield and Central Illinois African-American History Museum Expansion Project; and

WHEREAS, the purpose of this Grant Modification Agreement is to accept an additional \$249,000.00 from the Illinois Department of Natural Resources and use those funds to cover the construction costs of Contract No. PW24-06-35;

WHEREAS, it is in the best interest of the City of Springfield to authorize this Grant Modification Agreement to address the shortfall in construction costs; and

WHEREAS, a copy of the Grant Modification Agreement shall be on file in the Office of the City Clerk; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation of the grant funds in the amount of \$249,000.00.

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

Section 1: That the City Council hereby accepts the modification from the Illinois Department of Natural Resources Grant No. MC 21-033, in the amount of \$249,000.00 for the additional funding for the Springfield and Central Illinois African-American History Museum Expansion Project, for the Office of Public Works. The Mayor is hereby authorized to execute and the City Clerk to attest and submit any necessary documents to effectuate said grant modification on behalf of the City of Springfield.

Section 2: That the City Council authorizes a supplemental appropriation in the amount of \$249,000.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$249,000.00 from revenue account 004-110-CEMT-CEMT-1850 upon Illinois Department of Natural Resources Approval of Modification to Grant No. MC 21-033

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

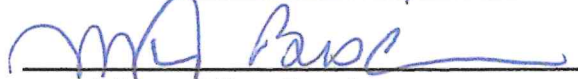
PASSED: December 5, 2023

RECORDED: December 6, 2023

ATTEST: 
City Clerk Frank Lesko

Requested by: Mayor Misty Buscher

SIGNED: Dec. 6, 2023


Mayor Misty Buscher

Approved as to legal sufficiency:

 11/22/23
Office of Corporation Counsel / Date

Public Museum Name: Springfield and Central Illinois African American History Museum

Project Title: AAHM Expansion for Additional Exhibit and Meeting Space

Name of entity whose written procurement guidelines
will be followed: City of Springfield

Check to ensure entity holding title is a unit of local government: ☒

ESTIMATED PROJECT DEVELOPMENT COSTS

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Cost Estimate for Expansion	\$650,000		C
A/E Fees	\$39,600		SS
Site Prep/Tree Removal	\$4,000		C
Exterior Improvements	\$27,500		C
Furnishings	\$14,000		SS
Shelving	\$900		SS
Roof	\$129,500		C
Award Fee	\$2,500		N/A
ADA Curb Cut	\$3,500		C
(Round to the nearest \$100) TOTAL	\$871,500	\$	

** Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement but can be used to reduce overall costs. Force account labor is not an eligible capital expenditure.)

Total Estimated Project Costs: \$ 871,500

If applicable, identify architectural/engineering
firm or firms to be used in completing project: John Schafer and Associates

ORDINANCE FACT SHEET

REQUEST FORM NO: 23-109
DATE OF 1ST READING: 11-21-23

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Grant Award FISCAL IMPACT: \$ 249,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF A MODIFICATION TO ILLINOIS DEPARTMENT OF NATURAL RESOURCES GRANT NO. MC 21-033, IN THE AMOUNT OF \$249,000, FOR ADDITIONAL FUNDING FOR THE SPRINGFIELD AND CENTRAL ILLINOIS AFRICAN-AMERICAN HISTORY MUSEUM EXPANSION PROJECT AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF \$249,000 FOR THE OFFICE OF PUBLIC WORKS UPON IDNR APPROVAL OF MODIFICATION TO GRANT MC 21-033

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

Ord 329-07-22
Grant Modification Agreement

CONTRACTOR / VENDOR NAME: VENDOR NO:

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

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

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	004	110	CEMT	CEMT	1850
2					249,000.00
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

COMMENTS

The purpose of this grant modification agreement is to accept an additional \$249,000 from IDNR toward the construction cost of contract PW24-06-35, which is to be funded by IDNR Grant MC 21-033. This grant modification addresses the construction cost shortfall.

SIGN OFF:


(Mayor's Signature)

(Director of OBM)

2023-572 2024-275

567-12-23

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

7/16/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER:

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

TYPE OF ORDINANCE: Supplemental Appropriation

FISCAL IMPACT: \$871,500.00

(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 \$871,500.00 FOR THE OFFICE OF PUBLIC WORKS.

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

Ord.# 329-07-22 AAHM Grant

Ord.# 567-12-23 AAHM Grant Mod Increase

Ord.# 566-12-23 AAHM Constr.Contract

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	004	110	CEMT	AAHM	1850	\$871,500.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	004	110	CEMT	AAHM	2305	\$871,500.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance increases the expenditure appropriation authority in Fund 004 Oak Ridge Cemetery utilizing IDNR Grant # MC 21-033 for the Central Illinois African American History Museum Expansion Project.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\041 Supp App for Rebuild Funds

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-275

2024-276

**AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT PW25-28
WITH LAKE AREA DISPOSAL, INC. FOR TWO YEARS OF RESIDENTIAL
LANDSCAPE WASTE COLLECTION IN AN AMOUNT NOT TO EXCEED
\$2,067,555.00, FOR THE OFFICE OF PUBLIC WORKS**

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

WHEREAS, the City requested proposals pursuant to RFP #PW25-28 for two-years of residential landscape waste collection for the Office of Public Works; and

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

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Lake Area Disposal, Inc. has submitted the lowest responsible bid meeting specifications for residential landscape waste collection from September 1, 2024 through August 31, 2026, for the Office of Public Works in an amount not to exceed \$2,067,555.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified as Contract Index No. PW25-28; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Lake Area Disposal, Inc.

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

Section 1: That the City Council hereby authorizes execution of contract PW24-28 with Lake Area Disposal, Inc. for a period of two years to provide residential landscape waste collection for the Office of Public Works for an amount not to exceed \$2,067,555.00. The Mayor and City Clerk are authorized to execute and attest any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment for a total amount not to exceed \$2,067,555.00 to Lake Area Disposal, Inc. (0LAK1500) for two years of residential landscape waste collection from account number 049-110-WAST-RECY-1232.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel /Date

2024-276



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

PUBLIC WORKS

Contact Person: Purchasing Agent
Telephone: 217-789-2191

Date: May 23, 2024
Fax: 217-789-2207

Request for Proposal Index No: PW25-28
Request for Proposal Name: Residential Landscape Waste Collection Services
Pre-Bid Meeting: N/A
Bid Security: N/A

Due Date: Thursday, June 20, 2024 @ 3:00 P.M. Central Time USA

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #200 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 Request for Proposal to the Purchasing Agent named above.

Name of Vendor: Lake Area Disposal Service Inc. _____

Contact Name: Jim Graham, Vice President _____

Vendor Address: 2106 E Cornell, Springfield, IL 62703 _____

Vendor E-Mail: jgraham357@gmail.com _____

Phone: 217-522-9317 _____ **Fax:** _____

SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.
2. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 92 years and respectfully invites your attention to the following products and/or services:

Residential & Commercial garbage disposal

County & City yard waste pick up and disposal

3. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section IV of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Lake Area Disposal Service Inc

2106 E Cornell, Springfield, IL 62703

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: Jim Graham, Vice President

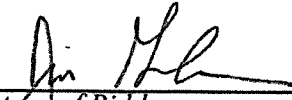
Phone: 217-522-9317

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.



Signature of Bidder

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.



Signature of Bidder

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.



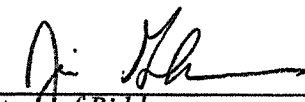
Signature of Bidder

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 22(c) of the Instructions to Bidders.



Signature of Bidder

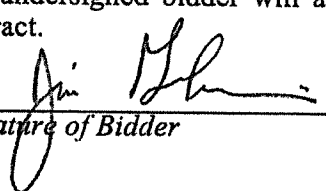
8. In order to receive the Preference for Domestic Products, the bidder must certify by placing his/her signature in the space provided below that the products being offered conform to the definition of "Domestic Product" described in paragraph 22(d) of the Instructions to the Bidders.



Signature of Bidder

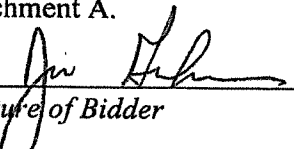
9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by affixing their signature to the statement below that applies to this bid. If the contractor certifies to either (a) or (b) below the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A. If the contractor certifies to (c) below, the contractor is required to attach an approved M/FBE Participation Waiver Request found in Attachment C.

- (a) The undersigned bidder will award no subcontracts in the performance of this contract.



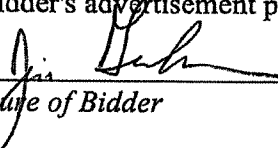
Signature of Bidder

- (b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A.



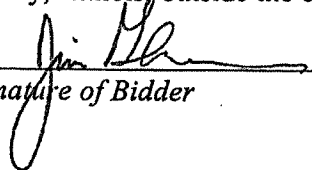
Signature of Bidder

- (c) The undersigned bidder will award subcontracts in the performance of this contract but has received no proposals from interested MBE/FBE businesses in response to the bidder's advertisement prior to submitting this bid. (Submit Attachment C)



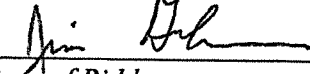
Signature of Bidder

10. In order to receive the preference for local bidders described in paragraph 22(e) of the Instructions to Bidders, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at a location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.



Signature of Bidder

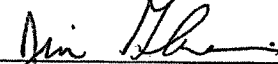
11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training



Signature of Bidder

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Relations Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).



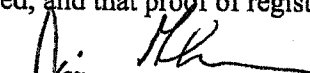
Signature of Bidder

- 13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.



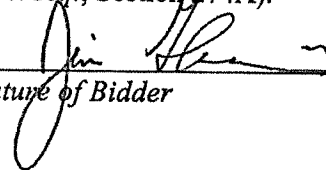
Signature of Bidder

- 13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto



Signature of Bidder

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).



Signature of Bidder

2024 – 2025 YARD WASTE PRICE PROPOSAL

- Contractor submits a firm price based on the following breakdown.
- Contractors may submit alternative collection and pricing options in the corresponding pages or on separate forms including scheduling and pricing options.
- Contractors may (and are encouraged) to submit multiple options for review and consideration as the City of Springfield is looking for the most cost-efficient proposal(s) that provide the best quality of service to its residents

OPTION 1 - Flat Rate Citywide Bi-Weekly Pick Up

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ \$1,018,500

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ \$1,049,055

OPTION 2A - Flat Rate Northern ½ City Bi-Weekly Pick Up (NE & NW Quadrants)

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ N/A

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ N/A

OPTION 2B - Flat Rate Southern ½ City Bi-Weekly Pick Up (SE & SW Quadrants)

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ \$750,000

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ \$772,500

OPTION 3 - Flat Rates Based on Bi-Weekly Pick Up by Quadrant

3A: Northeast Quadrant

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ N/A

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ N/A

3B: Northwest Quadrant

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ N/A

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ N/A

3C: Southeast Quadrant

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ \$375,000

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ \$386,250

3D: Southwest Quadrant

Total Annual Cost for Year 1 (Sept 1, 2024-Aug 31, 2025) \$ \$375,000

Total Annual Cost for Year 2 (Sept 1, 2025-Aug 31, 2026) \$ \$386,250

Certification:

Contractor verifies the costs stated above include appropriate and lawful disposal of yardwaste in accordance with all laws and regulations. X YES

Contractor verifies the costs stated above includes curbside landscape collection in accordance with the proposal requirements in Section II as stated. X YES

Alternate Collection Service "Option" (please use this space below and attach additional pages as necessary): _____

2024-276

EQUIPMENT LIST AND RATE SCHEDULE

VEHICLE NUMBER	VEHICLE TYPE	YEAR	MAKE	MODEL	LICENSE NUMBER	STRAIGHT TIME RATE (INCLUDING DRIVER OR OPERATOR)
1	Garbage Truck	2024	Freightliner	4300	24119Q	\$33.75
2	Garbage Truck	2017	International	4300	7200N	\$33.75
3	Garbage Truck	2017	Freightliner	4300	174028H	\$33.75
4	Garbage Truck	2022	Freightliner	4300	24117Q	\$33.75
5	Garbage Truck	2017	Freightliner	4300	7194N	\$33.75
6	Garbage Truck	2017	International	4300	7450N	\$33.75
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

ADDITIONAL ITEMS TO BE CONSIDERED (IF ANY):

ATTACHMENT A
SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

- ☐ Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☐ Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- ☒ No subcontractors will be utilized on this project

Section II

Prime Contractor _____

Project _____

Total Contract Value: _____

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Ownership Status: MBE ☐ FBE ☐ Non-MBE/FBE ☐

Section III

Selected Subcontractors

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
TOTALS				

** If more than seven firms are utilized, please copy the form and attach the additional information*

Section IV

Subcontractors that submitted bids but were not selected (M/FBE Only)

Subcontractor Name	Scope of Work Bid	Denial Reason

**If more than seven firms submitted quotes, please copy the form and attach the additional information.*

Section V

Subcontractors Contacted (M/FBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

**If more than seven firms submitted quotes, please copy the form and attach the additional information*

Section VI

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

This form must be completed and submitted with bid. *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.

Signature of Prime Contractor: _____

Date: _____

FOR OFFICE USE ONLY

☐ Approved

☐ Disapproved

Reviewed by: _____ Date: _____

ATTACHMENT B

CITY OF SPRINGFIELD, ILLINOIS

**"CERTIFICATE OF PUBLICATION" SUGGESTION OF ADVERTISEMENT
NOTICE TO MINORITY AND FEMALE OWNED BUSINESSES**

_____, _____, _____
(Name of Company) (Address of Company) (Telephone)

is seeking qualified minority and female owned businesses for the City of Springfield

_____ Project for subcontracting opportunities in the
(Project Name)

Following areas: _____,

_____ All interested and qualified minority and female owned

Businesses should contact, **IN WRITING**, (Certified Letter, Return Receipt Requested),

_____ All negotiations must be completed by _____
(Company's Contact Person) (Time and Date)

NOTE: The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by minority and female owned businesses in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusive.

ATTACHMENT C

M/FBE PARTICIPATION WAIVER REQUEST

Prime Contractor: _____

Project: _____

Name: _____

Address: _____

Phone: _____

Contact Person: _____

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)

- 1. No qualified M/FBEs responded to our invitation to bid. ☐
- 2. Describe good faith efforts (attach explanation) ☐
- 3. Describe why waiver is necessary even though ☐
received qualified M/FBE proposals (attach explanation)

SIGNED: _____ **DATE:** _____
Company Official

Given under my hand and notarial seal this _____ day of _____

(seal)

Notary Public

FOR OFFICE USE ONLY

☐ Approved

☐ Disapproved

Reviewed by: _____ **Date:** _____

2024-276

ATTACHMENT D

**CITY OF SPRINGFIELD, ILLINOIS
BIDDER CERTIFICATION REGARDING THE USE
OF MINORITY AND FEMALE OWNED BUSINESSES**

I _____ do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20____, before me appeared

(Name) _____

to me personally known, who, being duly sworn, did execute the foregoing affidavit, and

did state that he or she was properly authorized by: _____
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

(Notary Seal)

ATTACHMENT E
CITY OF SPRINGFIELD, ILLINOIS
CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES

I _____ do hereby certify that:
(Name)

1. I am _____ of the _____
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

☐ Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

☐ Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in _____

Number of years in trade of business _____

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

B. Actual work performed on any project and the payment thereof and,

C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.

5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

(Name of Certifying Agency)

ATTACHMENT E con't

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name _____ of _____ Firm: _____

Address: _____

Phone: _____

Signature _____ Title _____ Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20 _____ before me appeared

(Name) _____

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by:

(Name of Firm) _____

to execute the affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____
(Notary Seal)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

AGENDA NO: _____

DATE OF 1ST READING: 07/09/2024OFFICE REQUESTING: Public WorksCONTACT PERSON: Kristina IoRussoPHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Low BidFISCAL IMPACT: \$2,067,555.00

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

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT # PW25-28 WITH LAKE ARE DISPOSAL, INC. FOR TWO YEARS OF RESIDENTIAL LANDSCAPE WASTE COLLECTION IN AN AMOUNT NOT TO EXCEED \$2,067,555.00 FOR THE OFFICE OF PUBLIC WORKS.

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

Contract PW25-28CONTRACTOR / VENDOR NAME: Lake Area Disposal, Inc.VENDOR NO: 0LAK1500CONTRACT TERM: September 1, 2024 to August 31, 2026Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$2,067,555.00

(Original amount if change order)

Change Order # \$ Additional Amount

Previous Ord #'s _____

Method of Purchase (check one)

☒ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____

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	049	110	WAST	RECY	1232	\$2,067,555.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR/SUPERVISOR SIGNATURE _____

Date: 07-08-2024

CITY PURCHASING AGENT: _____

Date: 7/2/2024

COMMENTS:

To execute a two year contract with Lake Area Disposal for citywide every other week leaf collection starting September 1, 2024 to August 31, 2026.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

7-3-24

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR MVP'S LLC D/B/A MVPS LOCATED AT 933
NORTH GRAND AVENUE**

WHEREAS, MVP's LLC has applied for a Class "D" liquor license for the business known as MVPS located at 933 North Grand Avenue; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by one for MVP's LLC d/b/a MVPS located at 933 North Grand Avenue.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By:
Mayor Misty Buscher

Approved as to legal sufficiency:



Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
7/16/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	MVP's LLC d/b/a MVPS		
LOCATION:	933 N Grand		
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	New Restaurant wanting to sell alcohol for onsite consumption		

Column1	Column2	Column3	Column4
	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.
	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


Date

AN ORDINANCE AUTHORIZING THE LOCAL LIQUOR COMMISSIONER TO ISSUE ADDITIONAL TEMPORARY LIQUOR PERMITS TO BUZZ BOMB BREWING CO. DUE TO THE ADVERSE IMPACT OF THE JUNE 19, 2024 FIRE ON THE LICENSED ESTABLISHMENT, FOR THE OFFICE OF THE 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 is authorized by the Illinois Liquor Control Act and its home rule powers to set the number and classification of licenses and permits, including the fees for such licenses and the hours of operation; and

WHEREAS, Section 90.35 of the City Code allows for no more than six temporary permit I and temporary permit II to be issued to an applicant in a calendar year; and

WHEREAS, on June 19, 2024, a large fire occurred on the 400 block of E. Adams St. in downtown Springfield resulting in significant damage to several structures and it is anticipated that these structures will need to undergo lengthy renovations and/or demolition; and

WHEREAS, the licensed establishment Buzz Bomb Brewing Co. located adjacent to the burned structures will be adversely affected by the immediate demolition and rehabilitation of the area; however, it has already received six temporary permits in relation to providing alcohol to the Levitt Amp series downtown; and

WHEREAS, the City Council wishes to authorize the Local Liquor Commissioner to allow for additional emergency temporary permits for Buzz Bomb Brewing Co. to be utilized in the downtown Springfield area on days when demolition and construction related to the aforementioned fire will adversely impact Buzz Bomb's business; and

WHEREAS, it's in the best interest of the City to allow for additional temporary permits as set forth herein.

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

Section 1: That the City Council hereby authorizes the Local Liquor Commissioner to allow for additional emergency temporary permits for Buzz Bomb Brewing Co. to be utilized in the downtown Springfield area on days when demolition and construction related to the aforementioned fire will adversely impact Buzz Bomb's business as determined in the sole discretion of the Local Liquor Commissioner. This ordinance shall not create an expectation or a property interest that said temporary permit shall or will be issued, rather, it is solely intended to authorize the Local Liquor Commissioner to issue additional temporary for Buzz Bomb Brewing Company should she deem it in the best interest of the City in her sole discretion.

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

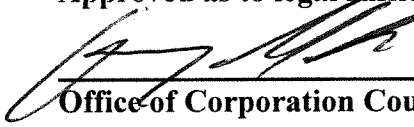
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 1 7/11/24
Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/16/24

OFFICE REQUESTING: Mayor's Office

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: -0-

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE LOCAL LIQUOR COMMISSIONER TO ISSUE ADDITIONAL TEMPORARY LIQUOR PERMITS TO BUZZ BOMB BREWING CO. DUE TO THE ADVERSE IMPACT OF THE JUNE 19, 2024 FIRE ON THE LICENSED ESTABLISHMENT, FOR THE OFFICE OF THE MAYOR

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	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

On June 19, 2024, a large fire occurred on the 400 block of E. Adams St. in downtown Springfield resulting in significant damage to several structures and it is anticipated that these structures will need to undergo lengthy renovations and/or demolition. The licensed establishment Buzz Bomb Brewing Co. located adjacent to the burned structures will be adversely affected by the immediate demolition and rehabilitation of the area; however, it has already received six temporary permits in relation to providing alcohol to the Levitt Amp series downtown.

FUNDS CHECK BY:

Date:

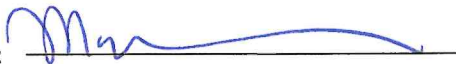
DIRECTOR / SUPERVISOR:

Date:

CITY PURCHASING AGENT:

Date:

SIGN OFF:



(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-278

**A RESOLUTION REMOVING THE CURRENT BOND REGISTRAR AND
PAYING AGENT AND APPOINTING NEW BOND REGISTRAR AND PAYING
AGENT WITH RESPECT TO CERTAIN OUTSTANDING BONDS OF THE CITY
OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS**

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, Sangamon County, Illinois (the "City"), has outstanding several series of bonds for which the Director of the Office of Budget and Management of the City (the "Director") acts as bond registrar and paying agent for the City's General Obligation Bonds Series 2015, the City's General Obligation Refunding Bonds Series 2015, and the City's General Obligation Bonds Series 2016 (collectively, the "Bonds").

WHEREAS, the City Council of the City (the "*City Council*") has determined it is in the best interests of the City to remove the Director as bond registrar and paying agent with respect to each series of the Bonds and to appoint Zions Bancorporation, National Association, Chicago, Illinois ("*Zions*"), to serve as successor bond registrar and paying agent for such Bonds.

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

Section 1: *Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2: *Appointment of Successor Bond Registrar and Paying Agent.* The City Council hereby removes the Director as bond registrar and paying agent with respect to each series of the Bonds and appoints Zions to serve as successor bond registrar and paying agent for each series of the Bonds. The City Council hereby authorizes the Mayor to (i) execute any documents or enter into any agreements as may be necessary to effectuate the removal of the Director and (ii) execute any agreements with Zions as may be necessary to effectuate such appointment.

Section 3: *Severability.* If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4: *Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 7/11/24

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/16/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: Acceptance of Resolution N/A

SUGGESTED TITLE: A resolution removing the current bond registrar and paying agent and appointing a new bond registrar and paying agent with respect to certain outstanding bonds of the City of Springfield, Sangamon County, Illinois

CONTRACTOR / VENDOR NAME: Zions Bancorporation, National Association 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	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Ordinance Resolution

STAFF ANALYSIS

The proposed resolution by the City replaces the City Budget Director with Zions as the Bond Registrar and paying agent for the following three bond series of the City:

General Obligation Bonds Series 2015
 General Obligation Refunding Bonds Series 2015
 General Obligation Bonds Series 2016

Zions is submitted as the paying agent the General Obligation Refunding and Improvement Bonds, Series 2024. This will establish Zions as the banking agent for the existing City Bond Series as listed. Following passage, the City and/or its agents shall notify all of its Bond owners of this appointment in accordance with the bond ordinance language.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: _____

Date: 07/08/2024

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____
 (Mayor's Signature) GEM

 (Director of OBM) 7/6/24

The information supplied on this form is not confidential information.

2024-279

**AN ORDINANCE DECLARING A 2013 FORD EXPLORER K-9 UNIT TO BE
SURPLUS PROPERTY AND DISPOSAL OF SAID PROPERTY BY DONATION
AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
VILLAGE OF DIVERNON FOR ITS POLICE DEPARTMENT FOR DONATION
OF SAID PROPERTY, 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 has determined that the 2013 Ford Explorer K-9 Unit, PD#234 (VIN 1FMk8AR7DGA31458) is no longer useful for City purposes; and

WHEREAS, the Springfield Police Department desires to dispose of said property by donation to the Village of Divernon for its Police Department; and

WHEREAS, it is necessary to declare the item as surplus property and authorize the disposal of the surplus property through donation; and

WHEREAS, it is necessary to enter into an agreement with the Village of Divernon for donation of said property.

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

Section 1: That the City Council hereby declares that Springfield Police Department Squad Car described as a 2013 Ford Explorer K-9 Unit, PD#234 (VIN 1FMk8AR7DGA31458) to be surplus property and authorizes the Office of Budget and Management to dispose of said surplus property through donation.

Section 2: That the City Council hereby authorizes execution of an agreement with The Village of Divernon for donation of said property. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City of Springfield.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 7/5/24

**AGREEMENT FOR THE ACCEPTANCE OF A DONATION OF A K-9 VEHICLE
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND THE VILLAGE OF
DIVERNON**

THIS AGREEMENT is entered into by and between the **Village of Divernon, Illinois**, a unit of local government ("**Village**") and the **City of Springfield, Illinois**, a municipal corporation, ("**City**"), this ____ day of _____ 2024.

WHEREAS, the City has a K-9 unit, 2013 Ford Explorer (PD #324) VIN; 1FM5K8AR7DGA31458 ("**Vehicle**") for which it no longer has a use; and

WHEREAS, the Village has a need of the Vehicle for its Police Department; and

WHEREAS, the City wishes to donate the Vehicle to the Village; and

WHEREAS, the Village wishes to accept full ownership of the Vehicle for the benefit of the Village Police Department.

NOW THEREFORE, the City and Village in consideration of the mutual covenants and conditions contained herein, agree as follows:

SECTION 1

DONATION

City transfers all rights of ownership to the Vehicle to the Village. City will deliver the Vehicle to the Village free and clear of any liens, claims or other encumbrances of any type. City will furnish a signed, sworn and notarized Certificate of Title, attached hereto and incorporated herein as Exhibit 1.

2013 Ford Explorer (PD #324) VIN; 1FM5K8AR7DGA31458

SECTION 2

NO WARRANTIES

The City, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Vehicle. Furthermore, in no event shall the City be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the Vehicle or removal of the Vehicle from the City's premises.

SECTION 3

WAIVER OF LIABILITY

Village does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Vehicle. The entire risk as to the performance of the Vehicle is assumed by Village. In no event shall the City or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Vehicle.

SECTION 4

HOLD HARMLESS

Village agrees to indemnify and hold harmless the City from any and all claims, liability and damages, arising from the use of the Vehicle. The City does not warrant that the Vehicle is suitable for any use.

SECTION 5

NOTICE

Notices under this Agreement are to be in writing and directed to:

If to City:

City of Springfield Mayor
Misty Buscher
800 E. Monroe
Municipal Center East
Springfield, Illinois 62701

If to Village of Divernon:

Divernon Police Department
Divernon Police Chief
Paul Carpenter
50 East Brown Street,
Divernon, Illinois 62530

SECTION 6

APPLICABLE LAW

This Agreement shall in all respects be governed by the laws of the State of Illinois. The parties voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and Village. 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 court 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 with any court as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

SECTION 7

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties. Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date first written above.

VILLAGE OF DIVERNON

By: _____
Jim Copelin, President

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

By: _____
Misty Buscher, Mayor 

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Police Department

CONTACT PERSON: _____

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Surplus and donation

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

An Ordinance declaring a K-9 unit , 2013 Ford Explorer (PD #324) VIN; 1FM5K8AR7DGA31458 surplus and authorizing an agreement of donation to the Village of Divernon for its Police Department.

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

donation agreement

title

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

CONTRACT # _____

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

the City has a K-9 unit, 2013 Ford Explorer (PD #324) VIN; 1FM5K8AR7DGA31458 for which it no longer has a use and the Village of Divernon Police Deptment does.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2024-280

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO RANDOLPH PICKETT, OWNER OF THE FORMER SHEA'S GAS STATION FOR OPERATIONS FROM JULY 2024 THROUGH JANUARY 1, 2027, FOR THE SPRINGFIELD CONVENTION AND VISITORS BUREAU

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

WHEREAS, the City of Springfield and Randolph Pickett desire to enter into an agreement for Randolph Pickett, owner of Shea's Gas Station, to revitalize the former Shea's Gas Station for the Route 66 Centennial; and

WHEREAS, operations expenses include but are not limited to liability insurance, grounds maintenance, security monitoring, internet service and building improvement; and

WHEREAS, Randolph Pickett, is willing and able to provide these services for an amount not to exceed \$15,000.00; and

WHEREAS, payments of \$5,000.00 will be paid annually for FY25, FY26 and FY27; and

WHEREAS, a copy of the agreement with Randolph Pickett shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of a Professional Services Agreement with and payment in an amount not to exceed \$15,000.00 to Randolph Pickett for operations at the former Shea's Gas Station. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Randolph Pickett in the amount of \$15,000.00 from account number 021-114-VIST-VIST-2110 upon satisfactory performance of the agreement.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 7/11/24

SPONSORSHIP AGREEMENT

THIS AGREEMENT made and entered this _____, 2024, by and between, **SHEA'S GAS STATION MUSEUM**, proprietor Randolph Pickett ("Owner") and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, DCEO Route 66 Grant #23-336005 was used to re-paint the exterior of the building, restore the Shea's Gas Station sign, add a security system, repave the parking lot, replicate the former Shea's Gas Station façade (including window signage), install a barrier gate, fence slating, and preserve the history of Route 66 by having a replica of Bill Shea on display with a QR code; and

WHEREAS, the Owner has incurred certain operational expenses related to the re-opening of the former Shea's Gas Station, including liability insurance, lawn maintenance, trash pickup and removal, and internet installation for the security cameras; and

WHEREAS, the City desires to provide sponsorship assistance for operational expenses related to Shea's Gas Station Museum in the amount of \$5,000.00 per year for three (3) years.

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. City Obligations. The City agrees to provide sponsorship of Shea's Gas Station Museum in the total amount of Five Thousand and 00/100 Dollars (\$5,000.00) per year for three (3) years. Any and all obligations of the City shall cease immediately without penalty if the Owner sells or ceases to operate Shea's Gas Station Museum as agreed and set forth below. This Agreement does not authorize an expenditure of City funds in excess of \$5,000 per year for three (3) years (a three year total of \$15,000.00) unless the City specifically approves an additional expenditures. The Owner agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount so authorized.

Section 2. Owner Obligations. The Owner agrees as follows:

- i. To maintain ownership of Shea's Gas Station Museum through December 31, 2026.
- ii. Shea's Gas Station Museum shall be maintained in operational condition.
- iii. Maintain Comprehensive General Liability coverage during the term of this Agreement with minimum limits of \$1,000,000.00 per each occurrence combined single limit with bodily injury liability

and property damage liability. The City of Springfield as additional insured/loss payee on such policy.

iv. Sponsorship funds shall be used to assist with the operation costs related to Shea's Gas Station Museum, including, but not limited to, liability insurance, lawn maintenance, trash pickup and removal, and internet installation and usage.

The Owner agrees to provide copies of all such promotional materials to the City upon request.

Section 3. Term and Termination. This Agreement shall commence upon execution by the Parties and shall terminate on December 31, 2026. The City may terminate this Agreement for failure to comply with any terms of this agreement. Any funds held by the Owner at the termination of this Agreement, which remain unspent or undocumented, shall be returned to the City within thirty (30) days of said termination.

Section 4. Assignment. The Owner may not assign this Agreement without the prior written consent of the City.

Section 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and the Owner voluntarily and freely submits to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the Owner and the City. The Owner waives any right to trial by jury in any civil action arising out of, or based upon, this Agreement.

Section 6. Time for Performance. Time is of the essence in this Agreement.

Section 7. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 8. Third Party Beneficiaries. This Agreement is not intended to benefit any third party.

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

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

SHEA'S GAS STATION MUSEUM

By: _____

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

By: _____

Mayor Misty Buscher *GEA*

S:\Agreements\CVB\Sheas Gas Station sponsorship agreement for operational expenses DRAFT.doc

ORDINANCE FACT SHEET

DATE OF 1st READING: July 2, 2024OFFICE REQUESTING: Springfield CVBCONTACT PERSON: Krista GrantPHONE NUMBER: 217.789.2360 x5534EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$15,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$15,000 TO RANDY PICKETT, OWNER OF THE FORMER SHEA'S GAS STATION FOR OPERATIONS FROM JULY 2024 - JANUARY 1, 2027.

CONTRACTOR / VENDOR NAME: Randy Pickett

VENDOR NO: _____

CONTRACT TERM: July 1, 2024 - January 1, 2027Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: 15,000

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Sponsorship☐ Exception: _____

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110	15000
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Paid \$5,000 annually FY25, FY26, FY27. Operations expenses include but not limited to: liability insurance, grounds maintenance, security monitoring, internet service, building improvements, etc.

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney
Heinzel
Date: 2024.06.24 11:14:10 -05'00'Date: 06/24/2024

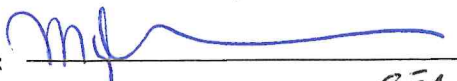
DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2024.06.13 18:09:55 -05'00'Date: 06/14/24

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2024.06.24 11:20:17 -05'00'Date: 06/24/2024

SIGN OFF: _____



(Mayor's Signature)



Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2024.06.26 09:42:25 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-281

**AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION
AUTHORITY IN THE AMOUNT OF \$7,241.00 FROM THE OFFICE OF BUDGET &
MANAGEMENT EXPENSE BUDGET LINE 1507 INTO EXPENSE LINE 1232, FOR
THE OFFICE OF BUDGET & 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 Office of Budget & Management is requesting a transfer of appropriation authority in the amount of \$7,241.00 from the Office of Budget & Management expense budget line 1507 into the expense line 1232 to accommodate FY2025 payments to Comcast Business towards establishing a network dedicated to the City of Springfield Department of Communication and for live broadcast.

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

Section 1: That the City Council hereby authorizes the transfer of appropriation authority from the Office of Budget and Management expense budget line 1507 into Office of Budget and Management expense budget line 1232 to accommodate FY2025 payments to Comcast Business towards establishing a network dedicated to the City of Springfield Department of Communication and for live broadcast.

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

FROM ACCOUNT	AMOUNT
001-107-GENC-VARI-1507	\$7,241.00
TO ACCOUNT:	AMOUNT
001-107-GENC-VARI-1232	\$7,241.00

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: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/11/24

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: Ramona MetzgerPHONE NUMBER: 217-788-2191EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: NoneSUGGESTED TITLE: AN ORDINANCE AUTHORIZING A TRANSFER OF APPROPRIATION AUTHORITY FROM OFFICE OF BUDGET & MANAGEMENT EXPENSE BUDGET LINE 1507 TO EXPENSE LINE 1232 IN THE AMOUNT OF \$7,241

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: Transfer Ord
☐ 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)

Transfer From - Expense Line						
Fund	Agency	Org	Activity	Object	Amount	
1	001	107	GENC	VARI	1507	\$7,241.00
2						
3						
4						

Transfer To - Expense Line						
Fund	Agency	Org	Activity	Object	Amount	
1	001	107	GENC	VARI	1232	\$7,241.00
2						
3						
4						

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

STAFF ANALYSIS

This ordinance will authorize a transfer of appropriation authority of \$7,241 from expense line 1507 to 1232. This ordinance will accommodate FY 2025 payments to Comcast Business towards establishing a network dedicated to the City of Springfield Department of Communication and for live broadcasts.

This is part of the FY 25 New Initiative, in which \$100,000 was allotted to improving the broadcasts by the City Council. Originally allocated under 001-107-GENC-VARI-1507.

FUNDS CHECK BY: Miguel M. Valente

Digitally signed by Miguel M. Valente
DN: cn=Miguel M. Valente, o=City of Springfield, ou=City of Springfield, email=miguel.valente@springfield.il.us, c=US
Date: 2024.07.03 15:43:35 -0500

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

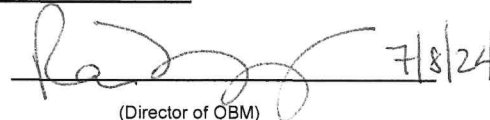
SIGN OFF: _____

(Mayor's Signature)

GEM

Date: 07/03/2024Date: 7/8/24

Date: _____


(Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS25-18 AND EXECUTION OF AN AGREEMENT WITH SCOTT
COX FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE
PARCEL LOCATED AT 2340 S. 5th STREET IN THE AMOUNT OF
\$7,458.00, 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 323-07-22 and 532-11-23 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 (CS25-18) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on May 5, 2024; and

WHEREAS, the Request for Proposals CS25-18 contained properties declared surplus by ordinances 323-07-22 and 532-11-23; and

WHEREAS, in response to the City's request for proposals CS25-18, the City has received a proposal for purchase of one parcel in the \$7,458.00, 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 Scott Cox consisting of one parcel located at 2340 S. 5th 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 CS25-18 and authorizes execution of an Agreement for Sale of Property located at 2340 S. 5th Street, with Scott Cox, pursuant to the terms set forth in on attached Exhibit A in the amount of \$7,458.00.

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 \$7,458.00 into revenue account 001-107-GENC-VARI-0242.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/11/24

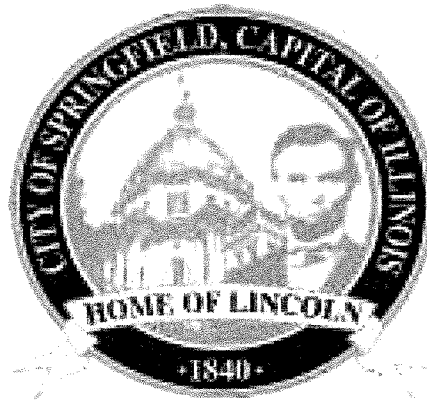
Office of Corporation Counsel / Date

REQUEST FOR
PROPOSAL

CS25-18

For

**SALE OF REAL ESTATE AT
2340 SOUTH FIFTH STREET**



Misty Buscher, Mayor
City of Springfield, Illinois

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 2340 SOUTH FIFTH STREET, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2340 South Fifth Street, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois.

Parcel Identification Number: **22-04.0-482-019**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into a an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 2340 South Fifth Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. **EVALUATION CRITERIA**

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. **PROPOSAL TIMELINE**

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Excess Parcel 07
2340 South Fifth Street

City of Springfield, Illinois
Excess Parcel 07
PIN: 22-04.0-482-019
2340 South Fifth Street



Legal Description:

LOT 8 IN BLOCK 28 OF PAYNE'S SOUTH SIDE ADDITION 4TH PLAT, EXCEPT THAT PART SOLD TO THE CITY OF SPRINGFIELD BY DEED RECORDED OCTOBER 8, 1959 AS DOCUMENT NUMBER 281104, DESCRIBED AS FOLLOWS: THAT PART OF LOT 8 BLOCK 28 LYING WEST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE 20.00 FEET EAST OF THE NORTHWEST CORNER TO A POINT ON THE SOUTH LINE 27.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 8.

ALSO EXCEPTING THAT PART SOLD TO THE CITY OF SPRINGFIELD BY DEED RECORDED OCTOBER 3, 2018 AS DOCUMENT NUMBER 2018R20819, DESCRIBED AS FOLLOWS:

PART OF LOT 8 IN BLOCK 28 OF PAYNE'S SOUTH SIDE ADDITION, FOURTH PLAT OF THE SOUTHWEST QUARTER OF SECTION 3 AND THE SOUTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE 3RD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

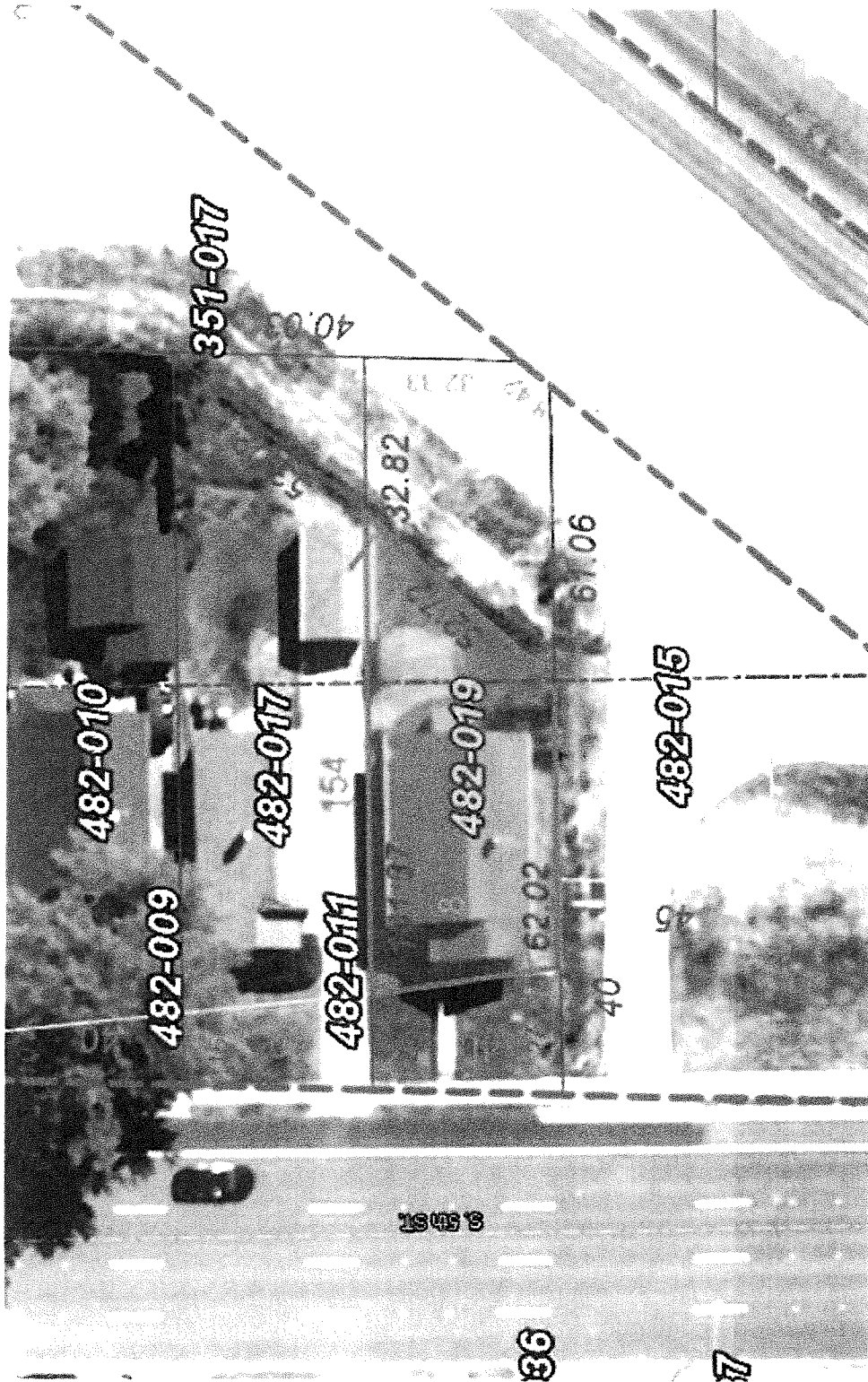
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF BROAD PLACE AND THE EASTERLY RIGHT OF WAY LINE OF FIFTH STREET, ALSO BEING THE NORTHWEST CORNER OF LOT 8 OF BLOCK 26 OF PAYNE'S SOUTH SIDE ADDITION, THIRD PLAT; THENCE SOUTH 0 DEGREES 49 MINUTES 25 SECONDS WEST ALONG THE EXISTING EASTERLY RIGHT OF WAY LINE OF FIFTH STREET, 400.12 FEET TO THE NORTHWEST CORNER OF LOT 8 IN BLOCK 28 OF PAYNE'S SOUTH SIDE ADDITION, FOURTH PLAT; THENCE NORTH 87 DEGREES 57 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF LOT 8, 121.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 57 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF LOT 8, 32.82 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 0 DEGREES 49 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF LOT 8, 34.84 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF THE NORFOLK AND SOUTHERN RAILROAD; THENCE SOUTH 37 DEGREES 58 MINUTES 35 SECONDS WEST ALONG THE EXISTING WESTERLY RIGHT OF WAY LINE OF THE NORFOLK AND SOUTHERN RAILROAD, 6.79 FEET TO THE SOUTH LINE OF LOT 8; THENCE SOUTH 87 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF LOT 8, 61.06 FEET; THENCE NORTH 38 DEGREES 36 MINUTES 59 SECONDS EAST, 52.72 FEET TO THE POINT OF BEGINNING.

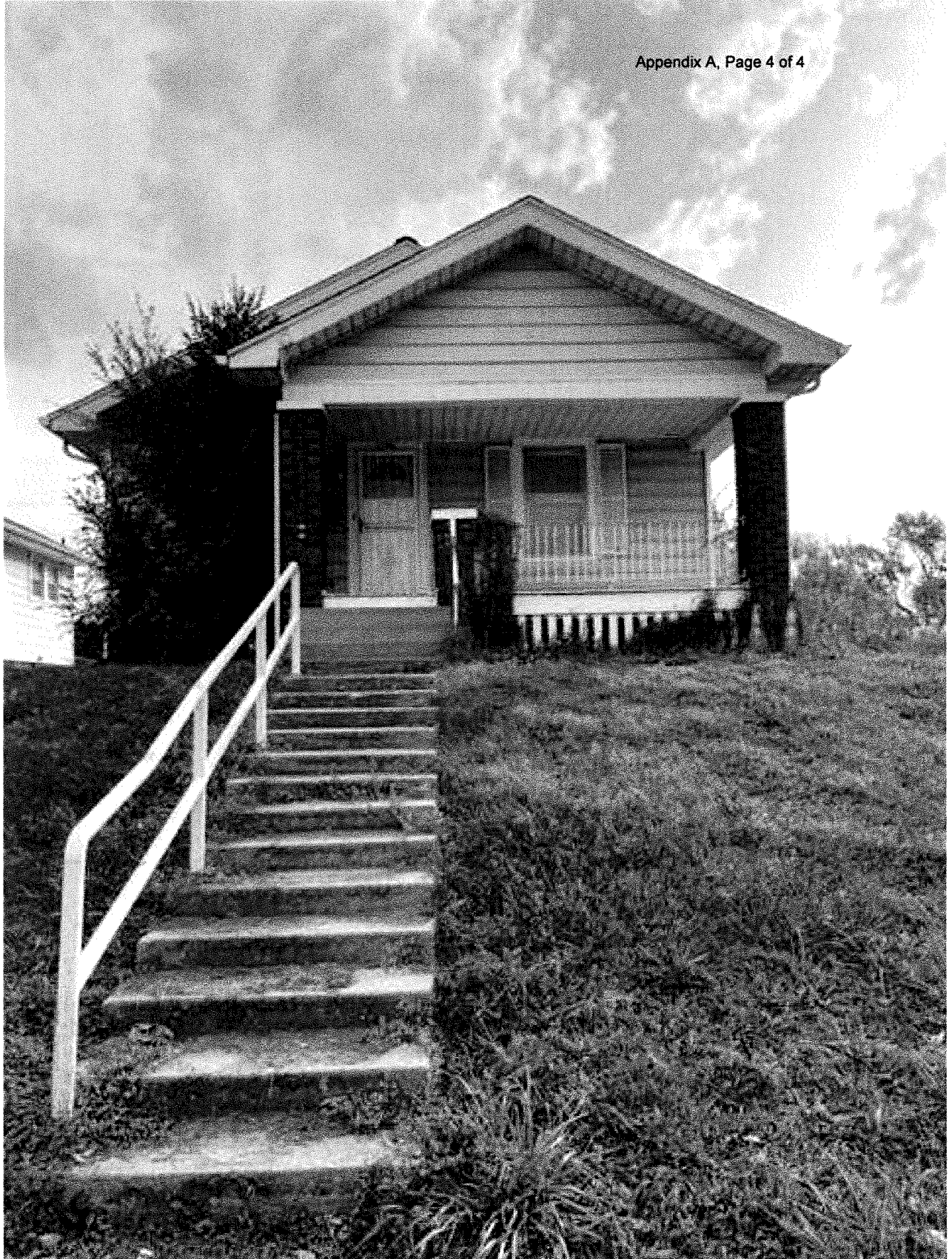
Commonly known as 2340 South Fifth Street, Springfield, Illinois

Containing 3,260 square feet or 0.075 acre, more or less

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

Excess Parcel 07





ORDINANCE FACT SHEET

DATE OF 1st READING: 07/16/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Mike Lesko

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$7,458.00 (revenue)

SUGGESTED TITLE: An ordinance authorizing acceptance of proposal for RFP CS25-18 and execution of an agreement with Scott Cox for the sale of city-owned property at 2340 S. 5th Street in the amount of \$7,458.00 for the Office of Budget and Management

CONTRACTOR / VENDOR NAME: N/A

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: RFP CS25-18
☐ 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	001	107	BMGT	ACT	\$7458.00
2			GENC	VARE	
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

RFPs & Parcel Legal Description

STAFF ANALYSIS

Proposals were sought for vacant properties previously acquired by the City of Springfield adjacent to the Springfield Rail Improvements Project. Scott Cox was determined to have the most advantageous proposals by a committee of City personnel for RFP# CS25-18 - 2340 South 5th Street (\$7,458.00). It is recommended the City award the sale of this property to Mr. Cox.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:

(Mayor's Signature)

GEM

Date: 07.05.2024

Date: 5 July 24

Date: 7-8-2024

(Director of OBM)

7/8/24

The information supplied on this form is not confidential information.

2024-283

AN ORDINANCE TO ACCEPT AND EXECUTE A 60-MONTH PROFESSIONAL SERVICES AGREEMENT WITH COMCAST BUSINESS TO ESTABLISH A FIBER NETWORK DEDICATED TO THE CITY OF SPRINGFIELD DEPARTMENT OF COMMUNICATIONS FOR LIVE BROADCASTS FOR AN AMOUNT NOT TO EXCEED \$58,280.00, FOR THE OFFICE OF BUDGET & 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 Office of Budget and Management desires to enter a professional services agreement with Comcast Business to establish a fiber network dedicated to the City of Springfield Department of Communications for live broadcasts; and

WHEREAS, the fiber network upgrade will provide for a more reliable broadcast and solve several of the issues the Communications team and the Information Systems Division (“ISD”) have been experiencing in regards to City Council and Committee of the Whole broadcasts on Tuesday evenings; and

WHEREAS, Comcast Business is willing and able to provide this network upgrade for an amount not to exceed \$58,280.00; and

WHEREAS, this is part of the FY2025 new initiative, in which \$100,000.00 was allotted to improving the broadcast by the City Council; 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 38.42 pertaining to Professional Services; and

WHEREAS, a copy of the contract with Comcast Business 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 execution of a professional services agreement with Comcast Business establish a fiber network dedicated to the City of Springfield Department of Communications for live broadcasts, for the Office of Budget & Management.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$7,241.00 for FY2025; payment of \$11,556.00 for FY2026; payment of 11,556.00 for FY2027; payment of \$11,556.00 for FY2028; payment of \$11,556.00 for FY2029 and final payment of \$11,556.00 for FY2030 to Comcast Business in an amount not to exceed \$58,280.00 from account number 001-107-GENC-VARI-1232 under the terms and conditions set forth in the contract with Comcast Business.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

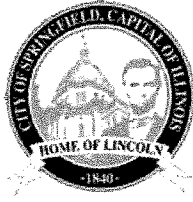
ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/11/24

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Haley Wilson
Department of Communications

FROM: Mike Lesko, *ML*
Purchasing Agent

DATE: July 8, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet and agreements with Comcast Business for establishing a 60-month agreement for a fiber network dedicated to the Department of Communications and for live broadcasts for the City of Springfield.

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

**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)****MSA Term: 60****CUSTOMER INFORMATION****Primary Contact: Sean Webb****Primary Contact Address Information****Title: Network Specialist****Address 1: 800 E. Monroe Street****Phone: 217 789 2043****Address 2:****Cell:****City: Springfield****Fax:****State: IL****Email: sean.webb@cwlp.com****Zip Code: 62701**

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER (by authorized representative)

Signature:

Name:

Title:

Date:

MSA ID#: IL-387933-talli

SO ID#: IL-387933-talli-26625086

Account Name: City of Springfield

CUSTOMER INFORMATION (For Notices)

Primary Contact: Sean Webb
Title: Network Specialist
Address 1: 800 E. Monroe Street
Address 2: _____
City: Springfield
State: IL
Zip: 62701
Phone: 217 789 2043
Cell: _____
Fax: _____
Email: sean.webb@cwlp.com

Billing Account Name: City of Springfield
Billing Name: _____
(3rd Party Accounts)
Billing Contact: Sean Webb
Title: Network Specialist
Phone: 217 789 2043
Cell: _____
Fax: _____
Email: sean.webb@cwlp.com

INVOICE ADDRESS

Address 1: 800 E. Monroe Street
Address 2: _____
City: Springfield
State: IL
Zip Code: 62701
Tax Exempt: Yes
* If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00
Change Monthly Recurring Charges:	\$963.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$963.00
Total Monthly Recurring Charges:	\$963.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$963.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$500.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$500.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (By Authorized Representative)		COMCAST USE ONLY (By Authorized Representative)	
Signature:	Signature:	Sales Rep:	Aron Van Cleave
Name:	Name:	Sales Rep E-Mail:	Aron_VanCleave@comcast.com
Title:	Title:	Region:	Chicago
Date:	Date:	Division:	Central

2024-284

2024-284

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: City of Springfield

MSA ID#: IL-387933-talli

Date: 6/6/2024

SO ID#: IL-387933-talli-26625086

400 Mbps EDI with /29.

Short Description of Service:

Service Term: 60 MONTHS

Page 2 of 3

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges	
									Monthly	One-Time
001	New	Add	EDI - Network Interface - Gig E	Port	General Office / 300 S. 7th Street	-	Interstate	1	\$0.00	\$500.00
002	New	Add	EDI - Bandwidth	400 Mbps	General Office / 300 S. 7th Street	-	Interstate	1	\$933.00	\$0.00
003	New	Add	IPv4 Static Address Block /29 (6)	Static IP	General Office / 300 S. 7th Street	-	Interstate	1	\$30.00	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00
* Services Location Details attached								Charges are Exclusive of Equipment Fees		
PAGE 2 SUBTOTAL:								\$963.00		\$500.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/6/2024

MSA ID#:-

IL-387933-talli

SO ID#:

IL-387933-tali-26625086

Account Name: [REDACTED]

City of Springfield

Page 3 of 3

[illegible]

2024-284

FISCAL YEAR	SERVICE DATE	FEES	MONTHLY CHARGE	SERVICE MONTHS	COST
FY 2025	AUGUST 2024 - FEBRUARY 2025	\$ 500.00	\$ 963.00	7	\$ 7,241.00
FY 2026	MARCH 2025 - FEBRUARY 2026	\$ -	\$ 963.00	12	\$ 11,556.00
FY 2027	MARCH 2026 - FEBRUARY 2027	\$ -	\$ 963.00	12	\$ 11,556.00
FY 2028	MARCH 2027 - FEBRUARY 2028	\$ -	\$ 963.00	12	\$ 11,556.00
FY 2029	MARCH 2028 - FEBRUARY 2029	\$ -	\$ 963.00	12	\$ 11,556.00
FY 2030	MARCH 2029 - JULY 2030	\$ -	\$ 963.00	5	\$ 4,815.00
				60	\$ 58,280.00

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/16/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Haley Wilson

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 789-2200

FISCAL IMPACT: \$58,280.00

SUGGESTED TITLE: An Ordinance to accept and execute a 60-month professional services agreement with Comcast Business to establish a fiber network dedicated to the City of Springfield Department of Communications for live broadcasts for an amount not to exceed for \$58,280

CONTRACTOR / VENDOR NAME: Comcast Business

VENDOR NO: _____

CONTRACT TERM: 60 months (5 years)

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$58,280.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Prof Services☐ Exception: _____

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	107	GENC	VARI	1232	\$58,280.00
2						
3						
4						

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

Sales Order Form, Master Services Agreement, and Cost Breakdown

STAFF ANALYSIS

This fiber network upgrade will provide for a more reliable broadcast and solve several of the issues the Communications team and ISD have been experiencing in regards to the City Council and Committee of the Whole broadcasts on Tuesday evenings.

This is part of the FY25 New Initiative, in which \$100,000 was allotted to improving the broadcasts by the City Council. Originally allocated under 001-107-GENC-VARI-1507. Additional measures are being investigated and will be recommended in future ordinances.

This 60-Month Professional Services Agreement has a flat rate at \$963 monthly plus a one-time installation service charge of \$500: FY2025 = \$7,241.00; FY2026 = \$11,556.00; FY2027 = \$11,556.00; FY2028 = \$11,556.00; FY2029 = \$11,556.00; FY2030 = \$4,815.00

FUNDS CHECK BY: Miguel M. Valente

Digitally signed by Miguel M. Valente
DN: cn=Miguel M. Valente, o=City of Springfield, ou=City of Springfield, email=miguel.valente@springfield.il.us, c=US
Date: 2024.07.03 15:40:39 -0500

Date: 07/03/2024

DIRECTOR / SUPERVISOR: Haley A. Wilson

Digitally signed by Haley A. Wilson
Date: 2024.07.03 15:09:21 -0500

Date: _____

CITY PURCHASING AGENT: Michael Tork

Date: 7-8-2024

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-284

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
RFP CS25-17 AND EXECUTION OF AN AGREEMENT WITH PAUL AND
JENNIFER GABRIS FOR SALE OF CITY-OWNED PROPERTY
CONSISTING OF ONE PARCEL LOCATED AT 2501 SOUTH FOURTH
STREET IN THE AMOUNT OF \$65,099.00, 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 323-07-22 and 532-11-23 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 (CS25-17) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on May 5, 2024; and

WHEREAS, the Request for Proposals CS25-17 contained properties declared surplus by ordinances 323-07-22 and 532-11-23; and

WHEREAS, in response to the City's request for proposals CS25-17, the City has received a proposal for purchase of one parcel in the \$65,099.00, 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 Paul and Jennifer Gabris consisting of one parcel located at 2501 South Fourth 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 CS25-17 and authorizes execution of an Agreement for Sale of Property located at 2501 South Fourth Street, with Paul and Jennifer Gabris, pursuant to the terms set forth in on attached Exhibit A in the amount of \$65,099.00.

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 \$65,099.00 into revenue account 001-107-GENC-VARI-0242.

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

PASSED: _____, 2024

SIGNED: _____, 2024

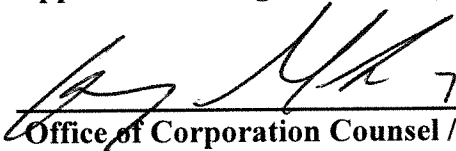
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/11/24

Office of Corporation Counsel / Date

REQUEST FOR
PROPOSAL

CS25-17

For

**SALE OF REAL ESTATE AT
2501 SOUTH FOURTH STREET**



Misty Buscher, Mayor

City of Springfield, Illinois

2024-285

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 2501 SOUTH FOURTH STREET, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2501 South Fourth Street, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois. Parcel Identification Number: **22-09.0-229-026**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 2501 South Fourth Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. EVALUATION CRITERIA

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. PROPOSAL TIMELINE

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Excess Parcel 05
2501 South Fourth Street



City of Springfield, Illinois
Excess Parcel 05
PIN: 22-09.0-229-026
2501 South Fourth Street

Legal Description:

Lot 1 and the North 5 feet of Lot 2 in NEWLIN SUBDIVISION.

Commonly known as 2501 South Fourth Street, Springfield, Illinois

Containing 6,750 square feet or 0.155 acre, more or less

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

Excess Parcel 05





ORDINANCE FACT SHEET

DATE OF 1st READING: 07/16/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Mike Lesko

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$65,099.00 (revenue)

SUGGESTED TITLE: An ordinance authorizing acceptance of a proposal under RFP CS25-17 and execution of an agreement with Paul and Jennifer Gabris for the sale of city-owned property consisting of one parcel located at 2501 South Fourth Street in the amount of \$65,099.00 for the Office of Budget and Management

CONTRACTOR / VENDOR NAME: N/A

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: RFP CS25-17☐ 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	001	107	BWGT	AGCT	0242
2			GENC	VAR	
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

RFP & Parcel Legal Description

STAFF ANALYSIS

Proposals were sought for vacant properties previously acquired by the City of Springfield adjacent to the Springfield Rail Improvements Project. Paul and Jennifer Gabris, a neighbor adjacent to the property located at 2501 South Fourth Street, Springfield was determined to have the most advantageous proposal by a committee of City personnel. It is recommended the City award the sale of the property to them.

FUNDS CHECK BY: Courtesy P. P. P.

Date: 07.05.2024

DIRECTOR / SUPERVISOR: [Signature]

Date: 5 July 24

CITY PURCHASING AGENT: [Signature]

Date: 7-8-2024

SIGN OFF: [Signature]

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2024-285

AN ORDINANCE AUTHORIZING ACCEPTANCE OF PROPOSALS UNDER RFP CS25-13, CS25-14, CS25-15, CS25-16 AND CS25-19 AND EXECUTION OF AGREEMENTS WITH WILLIAM MOORE FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF SEVEN PARCELS FOR A COLLECTIVE AMOUNT OF \$122,000.00, 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 323-07-22 & 532-11-23 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 (CS25-15) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on May 5, 2024

WHEREAS, the Notice of Sale for (CS25-13, CS25-14, CS25-16 AND CS25-19) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on May 6, 2024; and

WHEREAS, the Request for Proposals (CS25-13, CS25-14, CS25-15, CS25-16 and CS25-19) contained properties declared surplus by ordinances 323-07-22 & 532-11-23; and

WHEREAS, in response to the City's request for proposals CS25-13, CS25-14, CS25-15, CS25-16 AND CS25-19, the City has received proposals for purchase of seven parcels in the collective amount of \$122,000.00, said parcels being legally described on Exhibit A attached hereto; and

WHEREAS, it is in the best interests of the City to accept the bids and enter into Agreements for Sale and Redevelopment of Real Property with various individuals for a collectively amount of \$122,000.00; and

WHEREAS, the Agreements 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 five-fourths of the City Council hereby authorizes acceptance of proposals and authorizes the execution of Agreements for Sale of Property pursuant to the terms set forth in on attached Exhibit A in the collective amount of \$122,000.00.

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 \$122,000.00 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: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 7/16/24

Office of Corporation Counsel / Date



PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-19

Sale of Real Estate at **528 BROAD PLACE, SPRINGFIELD**

PROPERTY INFORMATION

2340 SOUTH FIFTH ST, SPRINGFIELD

Parcel Identification Numbers: **22-03.0-351-006**

Applications must be submitted to the Office of the Purchasing Agent, online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by 3:00

p.m. Central Time on Thursday, May 30, 2024.

CONTACT INFORMATION

Name of Applicant: _____

Mailing Address: _____

City, State, Zip: _____ Daytime Phone #: _____

Email Address: _____

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ _____

Describe the intended use for the property: _____

Do you expect to invest any money to improve this property? If so, please explain:

About how much money would you expect to spend to improve the property (if any):

\$ _____

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel**Address**

Do you owe delinquent property taxes?

☐ Yes

☐ No

If yes, please explain: _____

Have you ever been cited for Housing Code Violations?

☐ Yes

☐ No

If yes, please explain: _____

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

☐ Yes

☐ No

If yes, please explain: _____

Do you have any debt owed to the City of Springfield?

☐ Yes

☐ No

If yes, please explain: _____

2024-286

City of Springfield, Illinois
Excess Parcel 01
PIN: PT 22-03.0-352-005 & PT 22-03.0-352-006
2327 & 2331 South Sixth Street

Legal Description:

The South 18 feet of Lot Three (3) and the North 32 feet of Lot Four (4) in Block Thirty-one (31) of Payne's South Side Addition, Fifth Plat.

Except Part of Lot 3 and 4 in Block 31 of Payne's South Side Addition Fifth Plat of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the intersection of the westerly right of way line of Sixth Street and the northerly right of way line of an alley, also being the southeast corner of Lot 13 in Block 31 of Payne's South Side Addition Fifth Plat; thence South 88 degrees 48 minutes 50 seconds West along the northerly right of way line of an alley, 152.06 feet to the intersection of the easterly right of way line of an alley and the northerly right of way line of an alley, being at the southwest corner of Lot 13 in Block 31 of Payne's South Side Addition Fifth Plat; thence North 1 degrees 15 minutes 31 seconds West along the easterly right of way line of an alley, 368.00 feet to a point 32.00 feet south of the northwest corner of Lot 4 in Block 31 of Payne's South Side Addition Fifth Plat and the Point of Beginning; thence continuing North 1 degrees 15 minutes 31 seconds West along the easterly right of way line of an alley,, 50.00 feet to a point 18.00 feet north of the southwest corner of Lot 3 in Block 31 of Payne's South Side Addition Fifth Plat; thence North 88 degrees 48 minutes 50 seconds East parallel to the south line of Lot 3, a distance of 65.52 feet; thence South 38 degrees 36 minutes 59 seconds West, 65.08 feet to a point 32.00 feet south of the north line of Lot 4; thence South 88 degrees 48 minutes 50 seconds West, 23.79 feet to the Point of Beginning, containing 2,233 square feet or 0.051 acre, more or less.

Commonly known as 2327 South Sixth Street, Springfield, Illinois

AND

The South 8 feet of Lot Four (4) and the North 37 feet of Lot Five (5) in Block Thirty-one (31) of Payne's South Side Addition, Fifth Plat.

Except Part of Lot 4 and 5 in Block 31 of Payne's South Side Addition Fifth Plat of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the intersection of the westerly right of way line of Sixth Street and the northerly right of way line of an alley, also being the southeast corner of said Block 31; thence North 1 degree 15 minutes 31 seconds West along the westerly right of way line of Sixth Street, 323.00 feet; thence South 88 degrees 48 minutes 50 seconds West, 152.06 feet to the west line of Lots 4 and 5; thence North 1 degree 15 minutes 31 seconds West along the west line of Lots 4 and 5, a distance of 16.49 feet to the Point of Beginning; thence continuing North 1 degree 15 minutes 31 seconds West along the west line of Lots 4 and 5, a distance of 28.51 feet; thence North 88 degrees 48 minutes 50 seconds East, 23.79 feet; thence

APPENDIX A

2327 & 2331 South Sixth Street

2024-286

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be **no** proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. EVALUATION CRITERIA

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. PROPOSAL TIMELINE

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 2327 & 2331 South Sixth Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 2327 & 2331 SOUTH SIXTH ST, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2327 & 2331 South Sixth Street, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois.

Parcel Identification Number: **22-03.0-352-005 & PT 22-03.0-352-006**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

REQUEST FOR
PROPOSAL

CS25-13

For

**SALE OF REAL ESTATE AT
2327 & 2331 SOUTH SIXTH STREET**



Misty Buscher, Mayor

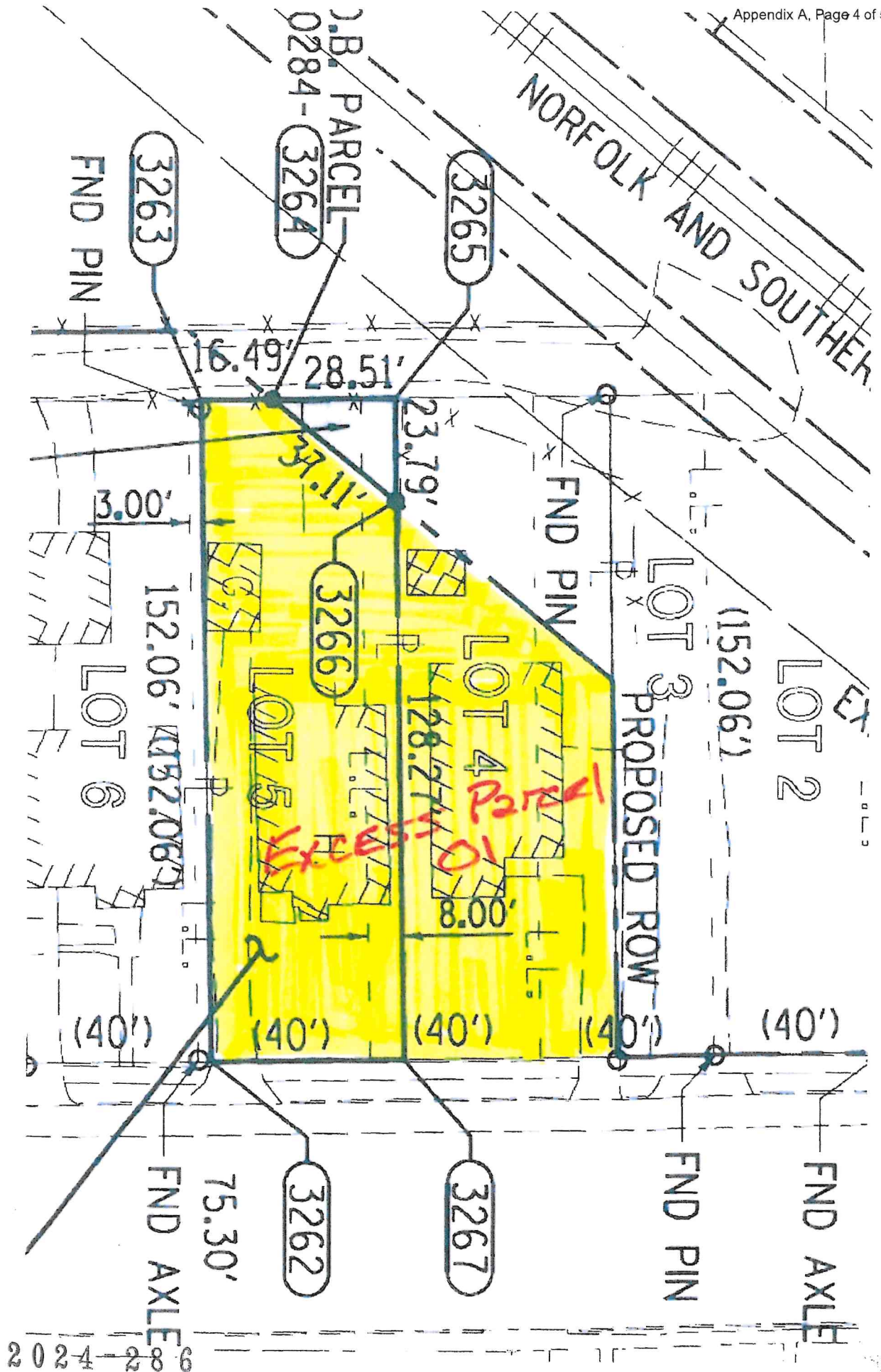
City of Springfield, Illinois

South 38 degrees 36 minutes 59 seconds West, 37.11 feet to the Point of Beginning, containing 339 square feet or 0.008 acre, more or less.

Commonly known as 2331 South Sixth Street, Springfield, Illinois

Containing 11,874 square feet or 0.273 acre, more or less

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





PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-13

Sale of Real Estate at
2327 & 2331 SOUTH SIXTH ST, SPRINGFIELD

PROPERTY INFORMATION

2327 & 2331 SOUTH SIXTH ST, SPRINGFIELD

Parcel Identification Numbers: **PT 22-03.0-352-005 & PT 22-03.0-352-006**

Applications must be submitted to the Office of the Purchasing Agent, online at
<https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by 3:00
p.m. Central Time on Thursday, May 30, 2024.

CONTACT INFORMATION

Name of Applicant: _____

Mailing Address: _____

City, State, Zip: _____ Daytime Phone #: _____

Email Address: _____

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ _____

Describe the intended use for the property: _____

Do you expect to invest any money to improve this property? If so, please explain:

About how much money would you expect to spend to improve the property (if any):

\$ _____

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel**Address**

Do you owe delinquent property taxes?

☐ Yes

☐ No

If yes, please explain: _____

Have you ever been cited for Housing Code Violations?

☐ Yes

☐ No

If yes, please explain: _____

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

☐ Yes

☐ No

If yes, please explain: _____

Do you have any debt owed to the City of Springfield?

☐ Yes

☐ No

If yes, please explain: _____

REQUEST FOR
PROPOSAL

CS25-14

For

**SALE OF REAL ESTATE AT
2406 & 2408 SOUTH FIFTH STREET**



Misty Buscher, Mayor

City of Springfield, Illinois

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 2406 & 2408 SOUTH FIFTH STREET, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2406 & 2408 South Fifth Street, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois.

Parcel Identification Number: **PT 22-04.0-485-002 & 22-04.0-485-004**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 2406 & 2408 South Fifth Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. **EVALUATION CRITERIA**

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. **PROPOSAL TIMELINE**

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

**Excess Parcel 02
2406 & 2408 South Fifth Street**

2024-286

City of Springfield, Illinois
Excess Parcel 02
PIN: PT 22-04.0-485-002 & 22-04.0-485-004
2406 & 2408 South Fifth Street

Legal Description:

All that part of a tract known as the North 15 feet of Lot 17, all of Lots 18, 19 and 20 in Block 31 of Payne's South Side Addition, Fifth Plat, lying East of a line drawn parallel to and 50 feet East of the West line of said tract, except that part which may lie within a 16 foot strip adjacent to the Wabash Railroad.

Except Part of Lot 18, 19 and 20 in Block 31 of Payne's South Side Addition Fifth Plat of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the intersection of the westerly right of way line of Sixth Street and the northerly right of way line of an alley, also being the southeast corner of Lot 13 in Block 31 of Payne's South Side Addition Fifth Plat; thence South 88 degrees 48 minutes 50 seconds West along the northerly right of way line of an alley, 168.06 feet to the westerly right of way line of a north-south alley, being at the southeast corner of Lot 14 in Block 31 of Payne's South Side Addition Fifth Plat; thence North 1 degrees 15 minutes 31 seconds West along the easterly right of way line of an alley, 280.00 feet to the Northeast Corner of Lot 20 in Block 31 of Payne's South Side Addition Fifth Plat; thence South 88 degrees 48 minutes 50 seconds West along the north line of Lot 20, a distance of 33.65 feet to the Point of Beginning; thence South 38 degrees 36 minutes 59 seconds West, 105.44 feet to the easterly existing right of way of Fifth Street; thence North 01 degrees 11 minutes 56 seconds West along the easterly existing right of way of Fifth Street, 81.01 feet to the north line of Lot 20 in Block 31 of Payne's South Side Addition Fifth Plat; thence North 88 degrees 48 minutes 50 seconds East along the north line of Lot 20, a distance of 67.52 feet to the Point of Beginning containing 2,735 square feet or 0.063 acres, more or less.

Commonly known as 2406 South Fifth Street, Springfield, Illinois

AND

All that part of the North 25 feet of Lot 16 and the South 25 feet of Lot 17 in Block 31 in Payne's South Side Addition, Fifth Plat, lying East of the line drawn from the point on the North line 39.78 feet East of the Northwest corner to a point on the South line 32 feet East of the Southwest corner of said tract, situated in the City of Springfield, Illinois.

Commonly known as 2408 South Fifth Street, Springfield, Illinois

Containing 16,844 square feet or 0.387 acre, more or less

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

LOT 20

(152.06')

LOT 19

EXCESS
Parcel 67

LOT 18

LOT 17

LOT 16

BLOCK 3

PAYNE'S
SOUTH SIDE
ADD. 5TH F

ALLEY

(40')

(40')

(40')

(40')

(40')

(40')

(40')



PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-14

Sale of Real Estate at
2406 & 2408 SOUTH FIFTH ST, SPRINGFIELD

PROPERTY INFORMATION

2406 & 2408 SOUTH FIFTH ST, SPRINGFIELD

Parcel Identification Numbers: **PT 22-04.0-485-002 & 22-04.0-485-004**

Applications must be submitted to the Office of the Purchasing Agent, online
at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by
3:00
p.m. Central Time on Thursday, May 30, 2024.

CONTACT INFORMATION

Name of Applicant: _____

Mailing Address: _____

City, State, Zip: _____ Daytime Phone #: _____

Email Address: _____

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ _____

Describe the intended use for the property: _____

Do you expect to invest any money to improve this property? If so, please explain:

About how much money would you expect to spend to improve the property (if any):

\$ _____

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel**Address**

Do you owe delinquent property taxes?

☐ Yes

☐ No

If yes, please explain: _____

Have you ever been cited for Housing Code Violations?

☐ Yes

☐ No

If yes, please explain: _____

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

☐ Yes

☐ No

If yes, please explain: _____

Do you have any debt owed to the City of Springfield?

☐ Yes

☐ No

If yes, please explain: _____

REQUEST FOR
PROPOSAL

CS25-15

For

**SALE OF REAL ESTATE AT
2417 SOUTH FIFTH STREET**



Misty Buscher, Mayor

City of Springfield, Illinois

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 2417 SOUTH FIFTH STREET, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 2417 South Fifth Street, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois.

Parcel Identification Number: **22-04.0-484-028**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 2417 South Fifth Street, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. **EVALUATION CRITERIA**

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. **PROPOSAL TIMELINE**

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Excess Parcel 03
2417 South Fifth Street

City of Springfield, Illinois
Excess Parcel 03
PIN: 22-04.0-484-028
2417 South Fifth Street

Legal Description:

The North 45 feet of the South 48 feet of Lot 2 in Block 2 of Iles Junction Subdivision;

AND

Part of the south 27 feet of Lot 1 and part of the north 18 feet of Lot 2 of Block 2 of Iles Junction Subdivision of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois, conveyed to the Scherpinsky Family Living Trust, by Quitclaim Deed dated October 1, 2018, and recorded October 3, 2018, as Document No. 2018R20748, more particularly described as follows:

Commencing at the intersection of the northerly right of way line of Iles Avenue and the westerly right of way line of Fifth Street, also being the southeast corner of Lot 7 of Block 2 of Iles Junction Subdivision; thence North 1 degree 11 minutes 56 seconds West along the existing westerly right of way line of Fifth Street, 510.35 feet; thence South 88 degrees 27 minutes 48 seconds West along the south line of the north 18 feet of Lot 2, a distance of 17.67 feet to the Point of Beginning; thence continuing South 88 degrees 27 minutes 48 seconds West, 98.40; thence North 38 degrees 36 minutes 59 seconds East, 58.88 feet to the north line of the South 27 feet of Lot 1; thence North 88 degrees 27 minutes 48 seconds East, along the north line of the South 27 feet of Lot 1, a distance of 55.45 feet; thence South 7 degrees 51 minutes 42 seconds East, 45.28 feet to the Point of Beginning, containing 3,461.66 square feet or 0.079 acres, more or less.

EXCEPTING THEREFROM that part conveyed to the City of Springfield, Illinois, a municipal corporation, by Warranty Deed dated January 26, 1961, and recorded February 3, 1961, as Document No. 287276, legally described as follows: All that part of a tract known as the North 45 feet of the South 48 feet of Lot 2 of Block 2 of Iles Junction Subdivision, lying East of a line drawn from a point on the North line 17.60 feet West of the Northeast corner of said tract to a point on the South line 12.40 feet West of the Southeast corner of said tract.

ALSO EXCEPTING THEREFROM that part conveyed to the City of Springfield, Illinois, a municipal corporation, by Trustee's Deed dated July 23, 2018, and recorded October 3, 2018, as Document No. 2018R20746, legally described as follows:

Part of Lot 2 of Iles Junction Subdivision of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the intersection of the northerly right of way line of Iles Avenue and the westerly right of way line of Fifth Street, also being the southeast corner of Lot 7 of Block 2 of Iles Junction Subdivision; thence North 1 degree 11 minutes 56 seconds West along the existing westerly right of way line of Fifth Street, 465.35 feet; thence South 88 degrees 27 minutes 48 seconds West along the southerly line of Lot 2, a distance of 153.77 feet to the Point of Beginning; thence continuing South 88 degrees 27 minutes 48

2024-286

seconds West along the southerly line of Lot 2, a distance of 73.15 feet to the existing easterly right of way line of an alley, being a 7,694.56 foot radius curve, the center of circle bears North 46 degrees 15 minutes 58 seconds West; thence northeasterly along the curved existing right of way line, 63.68 feet through a central angle of 0 degrees 44 minutes 41 seconds and having a chord bearing of North 43 degrees 29 minutes 48 seconds East for a distance of 63.68 feet; thence North 88 degrees 27 minutes 48 seconds East, 66.06 feet; thence South 38 degrees 36 minutes 59 seconds West, 58.88 feet to the Point of Beginning, containing 3,129.28 square feet or 0.072 acre, more or less.

Commonly known as 2417 South Fifth Street, Springfield, Illinois

Containing 8,616 square feet or 0.198 acre, more or less

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



PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-15

Sale of Real Estate at
2417 SOUTH FIFTH ST, SPRINGFIELD

PROPERTY INFORMATION

2417 SOUTH FIFTH ST, SPRINGFIELD

Parcel Identification Numbers: **22-04.0-484-028**

Applications must be submitted to the Office of the Purchasing Agent, online
at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by

3:00

p.m. Central Time on Thursday, May 30, 2024.

CONTACT INFORMATION

Name of Applicant: _____

Mailing Address: _____

City, State, Zip: _____ Daytime Phone #: _____

Email Address: _____

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ _____

Describe the intended use for the property: _____

Do you expect to invest any money to improve this property? If so, please explain:

About how much money would you expect to spend to improve the property (if any):

\$ _____

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel**Address**

Do you owe delinquent property taxes?

☐ Yes

☐ No

If yes, please explain: _____

Have you ever been cited for Housing Code Violations?

☐ Yes

☐ No

If yes, please explain: _____

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

☐ Yes

☐ No

If yes, please explain: _____

Do you have any debt owed to the City of Springfield?

☐ Yes

☐ No

If yes, please explain: _____

REQUEST FOR
PROPOSAL

CS25-16

For

**SALE OF REAL ESTATE AT
409 EAST ILES AVENUE**



Misty Buscher, Mayor

City of Springfield, Illinois

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 409 EAST ILES AVENUE, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 409 East Iles Avenue, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois. Parcel Identification Number: **22-09.0-227-022**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into a an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 409 East Iles Avenue, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. **EVALUATION CRITERIA**

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. **PROPOSAL TIMELINE**

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Excess Parcel 04
409 E. Iles Avenue

2024-286

City of Springfield, Illinois
Excess Parcel 04
PIN: 22-09.0-227-022
409 E. Iles Avenue

Legal Description:

The West 39-1/2 feet of the East 52-1/2 feet of Lot Thirteen (13) and the West 13-1/2 feet of Lot Thirteen (13) and the East 6 feet 3 inches of Lot Fourteen (14) in Block Two (2) of Iles' Junction.

AND

Part of Lots 14 and 15 of Block 2 in Iles Junction Subdivision Block 2, being a part of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois conveyed to Brenda S. Painter, by Quitclaim Deed dated September 14, 2018, and recorded October 3, 2018, as Document No. 2018R20747, more particularly described as follows:

Commencing at the intersection of the northerly right of way line of Iles Avenue and the westerly right of way line of Fifth Street, also being the southeast corner of Lot 7 of Block 2 in Iles Junction Subdivision; thence South 88 degrees 30 minutes 46 seconds West along the northerly right of way of Iles Avenue, 468.26 feet to the Point of Beginning; thence continuing South 88 degrees 30 minutes 46 seconds West along the northerly right of way of Iles Avenue, 63.47 feet; thence North 1 degree 11 minutes 56 seconds West, 23.52 feet to the easterly right of way line of the Springfield Railroad Improvement Project, Section 13-00475-00-BR, being a 2,774.93 foot radius curve, the center of circle bears South 54 degrees 13 minutes 36 seconds East; thence northeasterly along the curved right of way line, 65.55 feet through a central angle of 1 degrees 21 minutes 12 seconds and having a chord bearing of North 36 degrees 27 minutes 00 seconds East for a distance of 65.54 feet; thence continuing along said easterly right of way line, North 38 degrees 05 minutes 40 seconds East, 37.00 feet to the west line of the east 6.25 feet of Lot 4; thence South 1 degree 11 minutes 56 seconds East, along the west line of the east 6.25 feet of Lot 4, a distance of 103.73 feet to the Point of Beginning, containing 4,081.33 square feet or 0.094 acre, more or less.

EXCEPTING THEREFROM that part conveyed to the City of Springfield, Illinois, a municipal corporation, by Warranty Deed dated May 3, 2018, and recorded September 6, 2018, as Document No. 2018R18712, legally described as follows:

Part of Lots 13 and 14 of Block 2 in Iles Junction Subdivision Block 2, being a part of the Southeast Quarter of Section 4, Township 15 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the intersection of the northerly right of way line of Iles Avenue and the westerly right of way line of Fifth Street, also being the southeast corner of Lot 7 of Block 2 in Iles Junction Subdivision; thence South 88 degrees 30 minutes 46 seconds West along the northerly right of way of Iles Avenue, 468.26 feet; thence North 01 degree 11 minutes 56 seconds West, 103.73 feet to the Point of Beginning; thence North 01 degree 11 minutes 56 seconds West, 78.21 feet to the north line of Lots 13 and 14; thence North 88 degrees 27 minutes 48 seconds East along the north line of Lots 13 and 14, a distance of 59.25 feet; thence South 01 degree 11 minutes 56 seconds East, 6.16 feet; thence South 38 degrees 05 minutes

2024-283

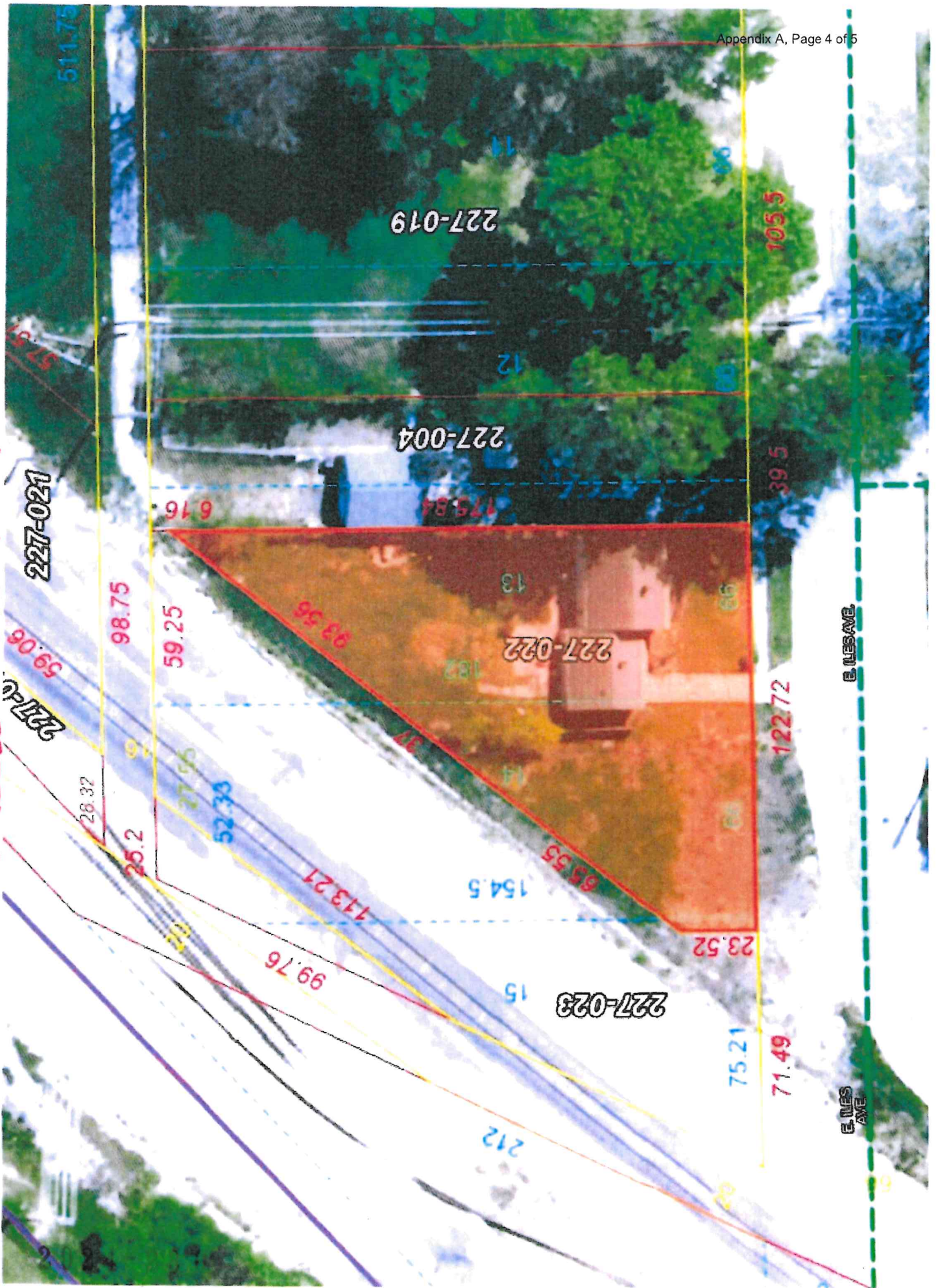
40 seconds West, 93.56 feet to the Point of Beginning, containing 2,499.50 square feet or 0.057 acre, more or less.

Commonly known as 409 E. Iles Avenue, Springfield, Illinois

Containing 12,197 square feet or 0.280 acre, more or less

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

Excess Parcel 04





PROPOSAL
SECTION

**INTERESTED
APPLICANTS SHOULD
COMPLETE
AND SUBMIT
THE FOLLOWING
PAGES**

RFP CS25-16

Sale of Real Estate at
409 EAST ILES AVENUE, SPRINGFIELD

PROPERTY INFORMATION

409 EAST ILES AVENUE, SPRINGFIELD

Parcel Identification Numbers: **22-09.0-227-022**

Applications must be submitted to the Office of the Purchasing Agent, online at
<https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx> by 3:00
p.m. Central Time on Thursday, May 30, 2024.

CONTACT INFORMATION

Name of Applicant: _____

Mailing Address: _____

City, State, Zip: _____ Daytime Phone #: _____

Email Address: _____

PURCHASE OFFER

Please note there is no minimum bid required; however, the city reserves the right to reject all proposals and continue listing the property for sale if it feels a fair offer is not received.

\$ _____

Describe the intended use for the property: _____

Do you expect to invest any money to improve this property? If so, please explain:

About how much money would you expect to spend to improve the property (if any):

\$ _____

A Letter of Credit from your bank as proof of availability to finance the proposed project may be requested.

ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel**Address**

Do you owe delinquent property taxes?

☐ Yes

☐ No

If yes, please explain: _____

Have you ever been cited for Housing Code Violations?

☐ Yes

☐ No

If yes, please explain: _____

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

☐ Yes

☐ No

If yes, please explain: _____

Do you have any debt owed to the City of Springfield?

☐ Yes

☐ No

If yes, please explain: _____

REQUEST FOR
PROPOSAL

CS25-19

For

**SALE OF REAL ESTATE AT
528 BROAD PLACE**



Misty Buscher, Mayor

City of Springfield, Illinois

REQUEST FOR PROPOSAL FOR SALE OF REAL ESTATE AT 528 BROAD PLACE, SPRINGFIELD

The City of Springfield (the "City") hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Springfield located at 528 Broad Place, Springfield, Illinois 62703 (the "Property").

I. OPEN HOUSE

All bidders are encouraged to visit the Property prior to submitting a proposal. To that end, the city has scheduled an **Open House** for prospective buyers to be held:

DATE: SATURDAY, MAY 18, 2024

TIME: NOON to 2:00 PM, LOCAL TIME

In addition, all information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

II. PROPERTY DETAILS

Legal Description: See Appendix A. Situated in Sangamon County, Illinois. Parcel Identification Number: **22-03.0-351-006**

All information provided by the City should be independently verified.

III. PROPOSAL REQUIREMENTS

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget; and
4. The name, address and telephone number of the contact person for the bidder;

*** Please see proposal pages in Section III. ***

IV. TERMS AND CONDITIONS OF SALE

The sale of the Property will be subject to, but not limited to, the following conditions:

- (1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property. There will be no minimum bid for this proposal.

- (2) **Opportunity for Inspection.** The City will allow the selected bidder a period of thirty (30) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.
- (3) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.
- (4) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only agree to sell the Property on an "**AS IS, WHERE IS, WITH ALL FAULTS**" basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an "**AS IS**" and "**WHERE IS**" basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder's proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses

which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

- (5) **Release of the City from Liability for Property Condition.** The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.
- (6) **Redevelopment/Renovation.** All work to be performed to industry standards, local, state and federal codes. Local permits and inspections are the responsibility of the proposer.
- (7) **Payment.** Payment must be made by Certified Check, Official Check, or Bank Draft. Personal checks, money orders, or credit cards are not acceptable. All debt owed to the City must be paid prior to payment and release of deed. If the City determines you owe a debt we will send notice to pay or dispute the debt. If you have a common name the City may contact you for additional identifying information including but not limited to your social security number, state identification and/or date of birth.
- (8) **Conditions of the Sale.** The Purchaser agrees to purchase the Home located at 528 Broad Place, Springfield, Illinois, in accordance with the law and this Agreement. Upon purchase of the property, the Homeowner(s) shall execute a recapture agreement to the City. The City of Springfield prefers that the homeowner own the home for a period of no less than five years, however final determination will be made upon review of applications/proposals received. The homeowner agrees that it shall keep, maintain and repair in good fashion the home. The Homeowner will not transfer or assign all or any part of its interest, for a period of five years except for collateral purposes when and if required by homeowner's commercial lender, in this agreement without the express written consent of the Mayor or his/her designee, such consent not to be reasonably withheld.

- (9) **Tax Proration** For the month and year in which this sale of listed property becomes effective, there shall be no proration of the property taxes against said property from the City of Springfield. Purchaser assumes all property tax liability upon closing.
- (10) **Real Estate Agent Commission** In an effort to increase a return on its investment, the City shall be willing to pay up to 3% Buyer's Agent commission to any licensed real estate agent or broker acting as the agent for a selected property sale. This commission will be paid for as part of the closing settlement of the listed property for sale. Any licensed agent should submit their information as part of the Proposal Section indicating they are a buyer's agent acting on behalf of the individual making the proposal.
- (11) **The City reserves the right to impose other conditions to the sale of the Property.**

V. EVALUATION CRITERIA

Price will not be the only factor determining the successful bidder on the property. Price must meet minimum bid requirement. The proposed use of the land shall be one that enhances the neighborhood in a positive manner, this would include adjacent property ownership of real estate. Preference will be given for individuals purchasing the property for use as their primary residence, residential use, and no zoning changes.

The proposals will be evaluated based on the following criteria:

Price	50 (points or %)
Use of Property	25 (points or %)
Property Improvements	25 (points or %)

The City reserves the right to accept the proposal that is most advantageous for it. Each respondent must include a detailed description of their intended use of the property. A committee of City staff will review all proposals and a contract may be awarded at any time after the initial submission period. The City reserve the right to deny any proposal that is incomplete, does not meet specifications, or does not support the goals of the program.

VI. PROPOSAL TIMELINE

Applications must be submitted to the Office of the Purchasing Agent online at <https://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx>, by 3:00 p.m. Central Time on Thursday, May 30, 2024.

If the property is unsold, beginning May 30, 2024 the request for proposal will remain

open until August 31, 2024. Proposals submitted during this time will be non-competitive, in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to deny any and all proposals and applications and waive any informalities or irregularities in the proposals. The City further reserves the right to review and study any and all proposals and to make a contract award at any time prior to August 31, 2024 on the properties included herein.

VII. SUBMISSION

All proposals will be reviewed by City staff so that a recommendation may be made to the Purchasing Agent and for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Springfield.

VIII. Contact

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Excess Parcel 08 528 Broad Place

City of Springfield, Illinois
Excess Parcel 08
PIN: 22-03.0-351-006
528 Broad Place

Legal Description:

THE NORTH 100 FEET OF LOT 1 IN BLOCK 26 OF PAYNE'S SOUTH SIDE ADDITION, THIRD PLAT, TO THE CITY OF SPRINGFIELD; AND THE NORTH 20 FEET OF THE EAST 82.5 FEET OF LOT 1 IN BLOCK 28 OF PAYNE'S SOUTH SIDE ADDITION, FOURTH PLAT, TO THE CITY OF SPRINGFIELD.

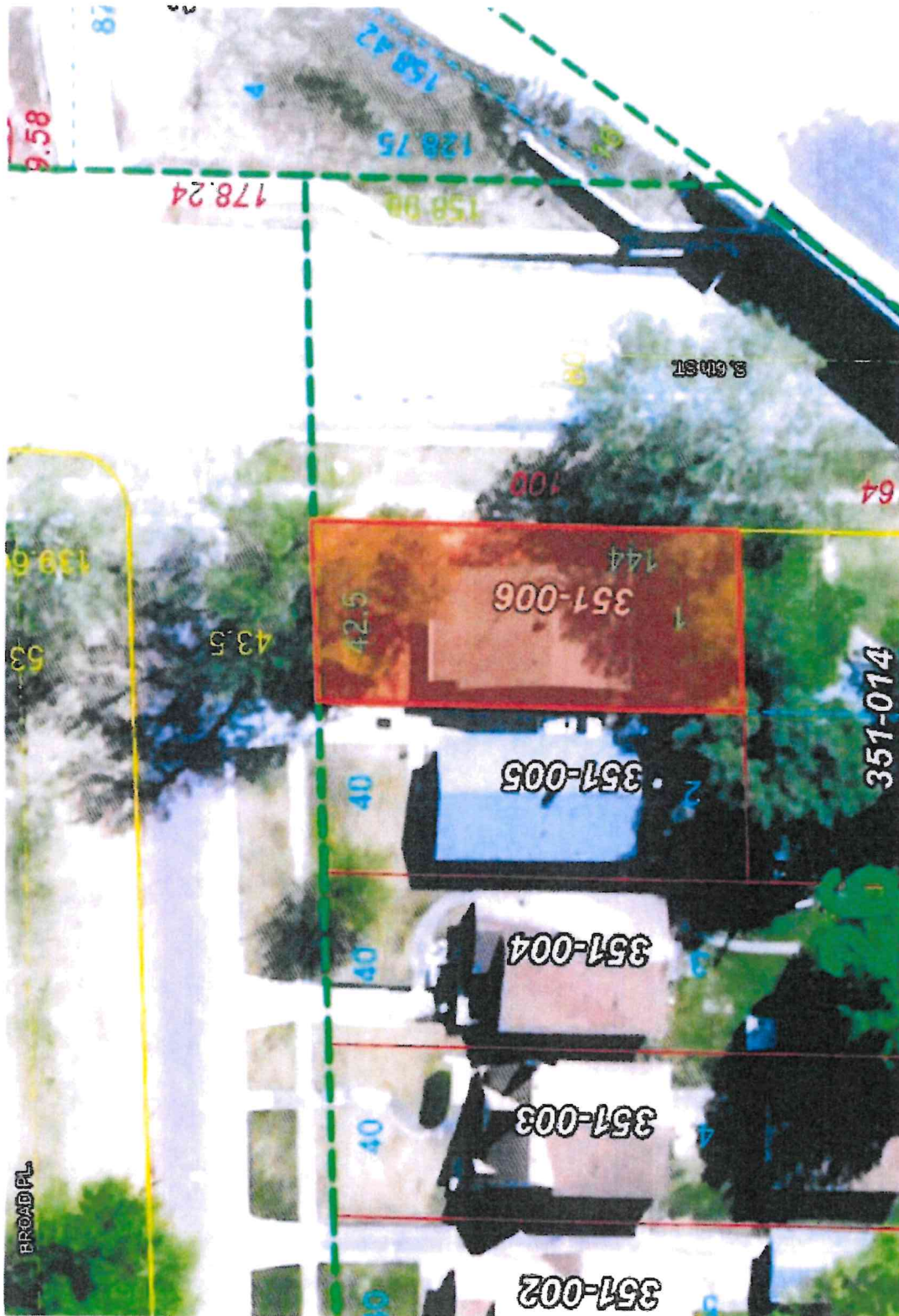
Commonly known as 528 Broad Place, Springfield, Illinois

Containing 4,250 square feet or 0.098 acre, more or less

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

2024-286

Excess Parcel 08





024-286

ORDINANCE FACT SHEET

DATE OF 1st READING: 07/16/2024

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Mike Lesko

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$122,000.00 (revenue)

SUGGESTED TITLE: An ordinance authorizing acceptance of proposals under RFPs CS25-13, CS25-14, CS25-15, CS25-16 and CS25-19 and execution of agreements with William Moore for the sale of city-owned property consisting of seven parcels in the amount of \$122,000.00 for the Office of Budget and Management

CONTRACTOR / VENDOR NAME: N/A

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
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: RFP - Various
☐ Exception: _____
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	001	107	GMGT	0242	\$122,000.00
2			GENC	VARI	
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
RFPs & Parcel Legal Description

STAFF ANALYSIS

Proposals were sought for vacant properties previously acquired by the City of Springfield adjacent to the Springfield Rail Improvements Project. William Moorei was determined to have the most advantageous proposals by a committee of City personnel for the following RFPs/Properties:

RFP# CS25-13 - 2327 & 2331 South 6th Street (\$25,000.00)
RFP# CS25-14 - 2406 & 2408 South 5th Street (\$22,500.00)
RFP# CS25-15 - 2417 South 5th Street (\$27,000.00)
RFP# CS25-16 - 409 East Iles Avenue (\$37,500.00)
RFP# CS25-19 - 528 Broad Place (\$10,000.00)

It is recommended the City award the sale of these properties to Mr. Moore.

FUNDS CHECK BY: _____

Date: 07-05-2024

DIRECTOR / SUPERVISOR: _____

Date: 5 July 24

CITY PURCHASING AGENT: _____

Date: 7-8-2024

SIGN OFF: _____

(Mayor's Signature)

GEN

(Director of OBM)

The information supplied on this form is not confidential information.

2024-286

**A RESOLUTION FOR A DESIGNATION OF PORTIONS JACKSON STREET AS
"HARRY H. MARSHALL WAY" AND "BLM-SPI WAY" AND A PORTION OF 11TH
STREET AS "RECONCILIATION WAY"**

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 appropriate for us to remember the many sacrifices and contributions that were made for the betterment of Springfield done by the outstanding men and women who call our community home; and

WHEREAS, the City has designated portions of Jackson Street as "Harry H. Marshall Way" and "BLM-SPI Way", and portions of 11th Street as "Reconciliation Way"; and

WHEREAS, the City wishes to keep these honorary designations until further action by City Council so the City and its residents may always remember the impact Mr. Marshall, BLM-SPI, and the 1908 Race Riots had on this community.

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

Section 1: That the City shall place and keep honorary designation on Jackson Street in Springfield as "Harry H. Marshall Way" and "BLM-SPI Way" and on 11th Street in Springfield as "Reconciliation Way" until further action by the City Council. That these signs shall be placed and remain where they have been historically placed as of the date of this resolution.

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: _____
Mayor Misty Buscher
Alderman Shawn Gregory

 7/12/24
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/10/2024

OFFICE REQUESTING: City Council

CONTACT PERSON: Shawn Gregory

PHONE NUMBER: 217-789-2151

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: A RESOLUTION FOR A DESIGNATION OF PORTIONS JACKSON STREET AS "HARRY H. MARSHALL WAY" AND "BLM-SPI WAY" AND A PORTION OF 11TH STREET AS "RECONCILIATION WAY"

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	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

It is appropriate for us to remember the many sacrifices and contributions that were made for the betterment of Springfield done by the outstanding men and women who called our community home. The City had previously designated portions of Jackson Street and 11th Street as Harry H. Marshall Way, BLM-SPI Way, and Reconciliation Way which have since been removed in accordance with City policy that honorary designations shall remain for one year. The City wishes to keep these honorary designations until further action by City Council so the City and its residents may always remember the impact Mr. Marshall, BLM-SPI, and the 1908 Race Riots had on this community.

FUNDS CHECK BY:

Date: _____

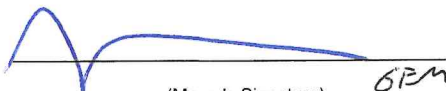
DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature)_____
(Director of OBM)

The information supplied on this form is not confidential information.

2024-287