

RESOLUTION # 15-1

**WHEREAS**, the Constitution of the State of Illinois provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII, § 10 (1970); and,

**WHEREAS**, Illinois statutes provide that public agencies may share powers through intergovernmental agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and,

**WHEREAS**, Sangamon County is a unit of local government; and,

**WHEREAS**, the City of Springfield is a unit of local government; and,

**WHEREAS**, the Illinois Department of Transportation (IDOT) received an appropriation of \$122 million dollars (Series 2 Bonds) for the construction of the Springfield Rail Improvements Project (SRIP), which includes the construction of the Springfield-Sangamon County Transportation Center (HUB); and,

**WHEREAS**, the City and the County desire to complete the construction of the HUB which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and Sangamon Mass Transit District (SMTD) employees; an Amtrak Station including platforms and cart paths; a pedestrian bridge across the rail corridor connecting the Amtrak Station to the SMTD facility, and a pedestrian bridge connecting the Amtrak Station and the east platform to be constructed; and,

**WHEREAS**, and *Intergovernmental Cooperation Agreement for Construction of the Springfield-Sangamon County Transportation Center, Rail Platforms, Cart Paths, and Pedestrian Bridges between the City of Springfield and Sangamon County* has been prepared; and,

**NOW THEREFORE BE IT RESOLVED**, by the County Board of Sangamon County, at its Annual Statutory Meeting, assembled this 11<sup>th</sup> day of June, A.D., 2024 that the *Intergovernmental Cooperation Agreement for Construction of the Springfield-Sangamon County Transportation Center, Rail Platforms, Cart Paths, and Pedestrian Bridges between the City of Springfield and Sangamon County* is approved; and,

**BE IT FURTHER RESOLVED**, that the Chairman of the County Board of Sangamon County is hereby authorized and directed to sign said Agreement and any associated documents on behalf of Sangamon County.

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete original of a RESOLUTION adopted by the County Board of Sangamon County at a meeting held on this 11<sup>th</sup> day of June, A.D., 2024.

**I certify that the correct TIN/FEIN for Sangamon County is 37-6002039**  
Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this \_\_\_\_\_ day of June, A.D., 2024.

\_\_\_\_\_  
Chairman, Sangamon County Board

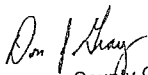
Respectfully submitted,

  
\_\_\_\_\_, Chairman  
Buildings and Grounds Committee  
Sangamon County Board

\_\_\_\_\_  
COUNTY CLERK

**FILED**

JUN 04 2024

  
Sangamon County Clerk

**RECEIVED**  
2660

MAY 30 2024

Andy Goleman  
SANGAMON COUNTY AUDITOR

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH SANGAMON COUNTY FOR THE CONVEYANCE OF PERMANENT EASEMENTS AND A TEMPORARY CONSTRUCTION EASEMENT TO THE COUNTY FOR THE CONSTRUCTION, USE AND MAINTENANCE OF PLATFORMS, CART PATHS AND PEDESTRIAN BRIDGES FOR THE SPRINGFIELD SANGAMON COUNTY TRANSPORTATION CENTER, 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**, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") received an appropriation of \$122 million ("Series 2 Bonds") for the construction of the Springfield Rail Improvements Project ("SRIP"), which includes the construction of the Springfield Sangamon County Transportation Center ("Center"); and

**WHEREAS**, the City and County desire to complete the construction of the Center which includes a parking garage for Amtrak passengers, County Employees, County Building visitors, and Sangamon Mass Transit District ("SMTD") employees; an Amtrak station including platforms and cart paths; a pedestrian bridge across the rail corridor connecting the Amtrak station to SMTD Facility, and a pedestrian bridge connecting Amtrak station and the east platform to be constructed; and

**WHEREAS**, it is in the best interest of the City of Springfield to enter into an agreement with Sangamon County for the conveyance of three permanent easements and a temporary construction easement to the County for the construction, use and maintenance of platforms, cart paths and pedestrian bridges for the Springfield Sangamon County Transportation Center.

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

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

**Section 1:** That the City Council hereby authorizes execution of an Intergovernmental Cooperation Agreement with Sangamon County for the conveyance of permanent easements and a temporary construction easement to the County for the construction, use and maintenance of platforms, cart paths and pedestrian bridges for the Springfield Sangamon County Transportation Center. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

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

**PASSED:** January 2, 2023<sup>4</sup>

**RECORDED:** January 5, 2023<sup>4</sup>

**ATTEST:** [Signature]  
City Clerk Frank J. Lesko

**Requested by:** Mayor Misty Buscher

**SIGNED:** Jan. 5, 2023<sup>4</sup> (MB)

[Signature]  
Mayor Misty Buscher

**Approved as to legal sufficiency:**

[Signature] 12/14/23  
Office of Corporation Counsel / Date

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR CONSTRUCTION OF THE  
SPRINGFIELD SANGAMON COUNTY TRANSPORTATION CENTER, RAIL PLATFORMS,  
CART PATHS, AND PEDESTRIAN BRIDGES, BETWEEN THE CITY OF SPRINGFIELD AND  
SANGAMON COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the **CITY OF SPRINGFIELD, ILLINOIS** (hereinafter the "City") and the **COUNTY OF SANGAMON**, State of Illinois (hereinafter the "County").

**WITNESSETH:**

**WHEREAS**, the Illinois Constitution provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII § 10 (1970); and

**WHEREAS**, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, the City is a unit of local government; and

**WHEREAS**, the County is a unit of local government; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") received an appropriation of \$122 million ("Series B Bonds") for the construction of the Springfield Rail Improvements Project ("SRIP"), which includes the construction of the Springfield Sangamon County Transportation Center ("CENTER"); and

**WHEREAS**, the City and County desire to complete the construction of the CENTER which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and Sangamon Mass Transit District ("SMTD") employees; an Amtrak station including platforms and cart paths; a pedestrian bridge across the rail corridor connecting the Amtrak station and the Sangamon Mass Transit District Transfer Facility, and a pedestrian bridge connecting the Amtrak station and the east platform to be constructed; and

**WHEREAS**, the City, County and SMTD executed an Intergovernmental Agreement on December 4, 2020 for the construction of the CENTER (IGA)

**WHEREAS**, the schedule for completion of the Center, is August 1, 2026.

**WHEREAS**, the City plans to execute future agreements with IDOT and with the United States Department of Transportation ("USDOT") to construct the Center as part of the SRIP; and

**WHEREAS**, the County desires to construct platforms and cart paths for the proposed Amtrak station, a pedestrian bridge across the rail corridor connecting the Amtrak station and the Sangamon Mass Transit District Transfer Facility, and a pedestrian bridge across a portion of the rail corridor connecting the Amtrak station and the east platform to be constructed, on and over nearby property owned by the City for construction of the SRIP; and to acquire permanent easements and a temporary construction easement on and over the real property required for the construction of said platforms, cart paths and pedestrian bridges currently owned by the City;

**NOW THEREFORE**, in consideration for the mutual agreements and covenants contained in this Agreement, the City and County agree as follows:

1. Real Property Conveyances. In order to facilitate the construction of the SRIP, the City agrees to make the conveyances of real property described in each Subsection hereinbelow. Such conveyances shall be made for no consideration other than that consideration stated in this Agreement. In each conveyance, the grantor shall deliver conveyance documents in the form of permanent easements and temporary construction easement. The parties hereto agree that all plats, legal descriptions, and other documents necessary for the conveyance of the permanent easements and temporary construction easement shall be prepared by Hanson Professional Services Inc. The City agrees to make the following conveyances within thirty (30) days of the effective date of this Agreement:

2. Permanent Easements. The City grants the following permanent construction easements to the County:

- a. The City shall convey to the County by January 1, 2024, that permanent easement identified as Parcel SR0332A-PE as shown on Exhibit A1, being part of Adams Street right of way in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois. More particularly described in Exhibit A2.
- b. The City shall convey to the County by January 1, 2024, that permanent easement identified as Parcel SR0332B-PE on Exhibit B1, being Part of Lot 9 in Block 2 of J.R. Grays Addition, part of Adams Street right of way, and part of Tenth Street right of way in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois. More particularly described in Exhibit B2.
- c. The City shall convey to the County by January 1, 2024, that permanent easement identified as Parcel SR0333-PE on Exhibit C1, being part of Lot 8 and Lot 9 in Block 2 of J.R. Grays Addition, part of Lot 9 in Block 8 of J.R. Grays Addition, part of Lot 8 and Lot 9 in Block 18 of Elijah Iles Addition, part of Lot 8 in Block 19 of Elijah Iles Addition, part of Tenth Street right of way between the north line of Washington Street and the south line of Monroe Street and part of the right of way of Washington Street, Adams Street and Monroe Street. all in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois. More particularly described in Exhibit C2.

3. Temporary Construction Easements. The City grants the following temporary construction easement to the County:

- a. A temporary construction easement identified as Parcel SR0332A-TE as shown on Exhibit A, for construction of the pedestrian bridge, being Part of Lot 9, Lot 10 and Lot 11 in Block 2 of J.R. Grays Addition in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois. More particularly described in Exhibit A3. Norfolk Southern Railway Company will convey this parcel as a permanent easement to Sangamon County upon transfer of title from the City to Norfolk Southern Railway Company per a Construction and Maintenance Agreement between Norfolk Southern Railway Company and the County.

4. Authorization to Enter into Agreement. Each individual executing or attesting to this Agreement on behalf of a respective unit of local government hereby warrants and represents that such individual is authorized to execute or attest and deliver this Agreement pursuant to authority granted by the corporate authorities of the applicable unit of local government on behalf of whom the individual is executing or attesting to this Agreement.

5. Miscellaneous.

a. Severability. If any term, covenant, condition, or provision (or any part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

b. Compliance with Applicable Law. In performance of each party's respective obligations pursuant to this Agreement, the parties shall comply with all applicable provisions of federal, state, and local laws. Any limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state, or local standards to the performance of the Agreement.

c. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, unit of government, or corporation.

d. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

f. Entire Agreement. This document and Exhibits A through C constitute the entire agreement between the parties, and there are no oral agreements or other written agreements. This Agreement may be modified only by a writing executed by all parties hereto.

g. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

h. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

i. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

j. Relationship of Parties. For the purposes of this Agreement, no party shall be deemed to be an independent contractor, agent, or employee of the other party. No party shall have authority

to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other party, except as explicitly authorized herein.

k. Further Assurances. Each party hereto agrees, as the other party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement, to: (i) furnish upon request to each other party such further information; (ii) to execute and deliver to each other party such other documents, and (iii) to do such other acts and things.

l. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

m. Failure to Perform. In the event any party hereto fails to perform its applicable duties or obligations hereunder, any other party may, at its option, seek specific performance from the party in default, or may exercise its other remedies at law or in equity.

n. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF"), or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.



15-8

**COUNTY:**  
**COUNTY OF SANGAMON, ILLINOIS**

ATTEST:

By: \_\_\_\_\_  
Don Gray, County Clerk

By: \_\_\_\_\_  
Andy Van Meter, County Board Chairman

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

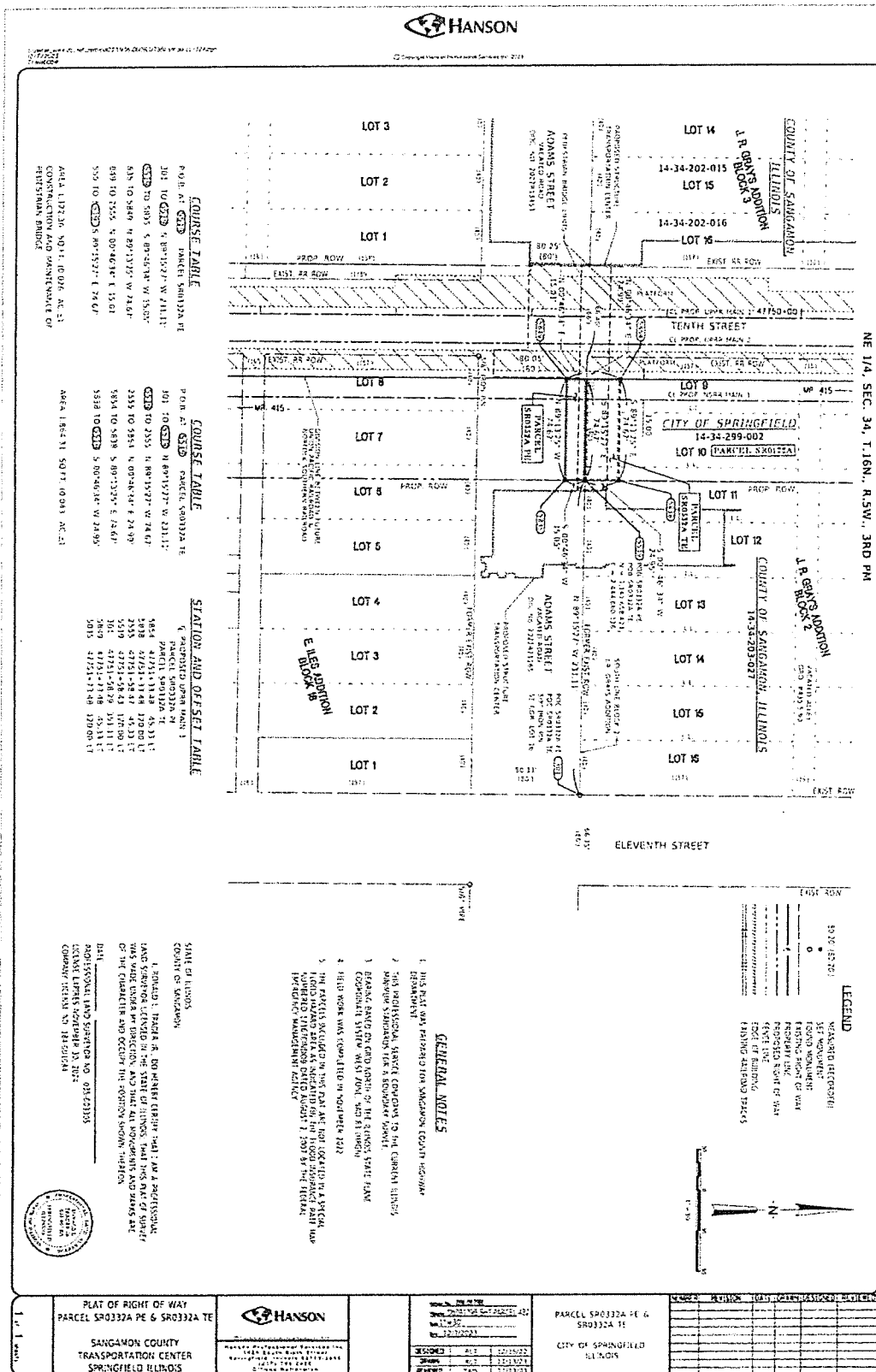
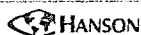
I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Andy Van Meter, personally known to me to be the Chairman of the Sangamon County Board, and Don Gray, personally known to me to be the Sangamon County Clerk, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such County Board Chairman and County Clerk, they signed and delivered the said instrument as Chairman and as Clerk of said County, pursuant to authority given by the corporate authorities of the County of Sangamon, Illinois for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public



## Exhibit A1



**Exhibit A2**

**City of Springfield, Illinois  
Railroad Improvement Project  
Section 19-00488-00-BR  
Parcel SR0332A PE  
Norfolk Southern Railway Company**

Part of Adams Street right of way in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Commencing at the southeast corner of Lot 16 in Block 2 of J.R. Grays Addition, being the intersection of the existing northerly right of way line of vacated Adams Street and the existing westerly right of way line of Eleventh Street; thence North 89 degrees 15 minutes 27 seconds West along the south line of Block 2 of J.R. Grays Addition, a distance of 231.11 feet to the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,141,658.421, E = 2,444,060.126 at MP414.291 Railroad West; thence South 00 degrees 46 minutes 34 seconds West, 15.05 feet; thence North 89 degrees 13 minutes 25 seconds West, 74.67 feet to a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1; thence North 00 degrees 46 minutes 34 seconds East along a line 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 15.01 feet; thence South 89 degrees 15 minutes 27 seconds East, 74.67 feet to the Point of Beginning containing 1,122.36 square feet or 0.026 acres, more or less.

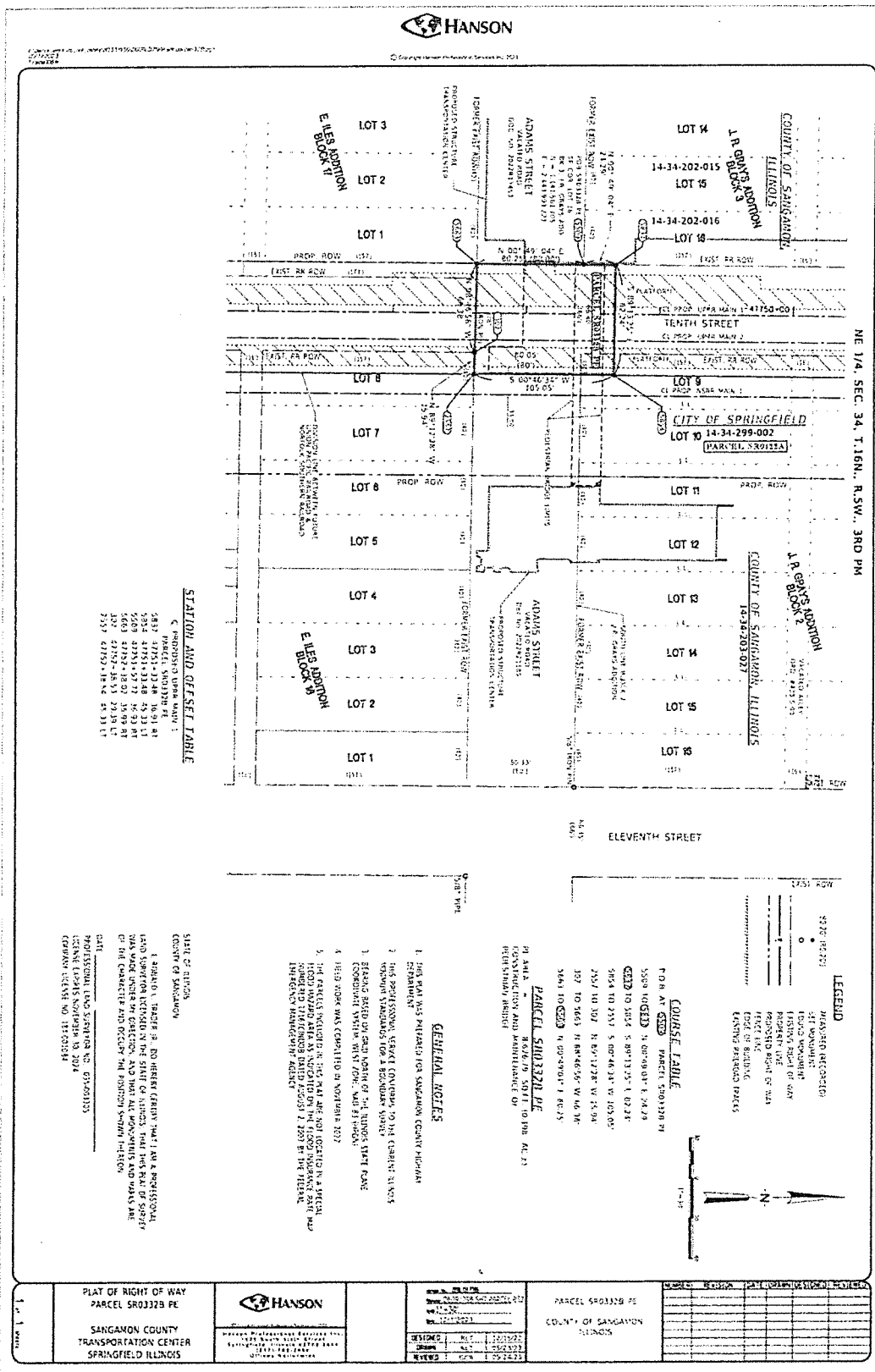
**Exhibit A3**

**City of Springfield, Illinois  
Railroad Improvement Project  
Section 19-00488-00-BR  
Parcel SR0332A-TE  
Norfolk Southern Railway Company**

Part of Lot 9, Lot 10 and Lot 11 in Block 2 of J.R. Grays Addition in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Commencing at the southeast corner of Lot 16 in Block 2 of J.R. Grays Addition, being the intersection of the existing northerly right of way line of vacated Adams Street and the existing westerly right of way line of Eleventh Street; thence North 89 degrees 15 minutes 27 seconds West along the south line of Block 2 of J.R. Grays Addition, a distance of 231.11 feet to the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,141,658.421, E = 2,444,060.126 at MP414.291 Railroad West; thence North 89 degrees 15 minutes 27 seconds West, 74.67 feet to a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1; thence North 00 degrees 46 minutes 34 seconds East along a line 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 24.99 feet; thence South 89 degrees 13 minutes 25 seconds East, 74.67 feet; thence South 00 degrees 46 minutes 34 seconds West, 24.95 feet to the Point of Beginning containing 1,864.31 square feet or 0.043 acres, more or less.

**Exhibit B1**



2023-587

005-01-24

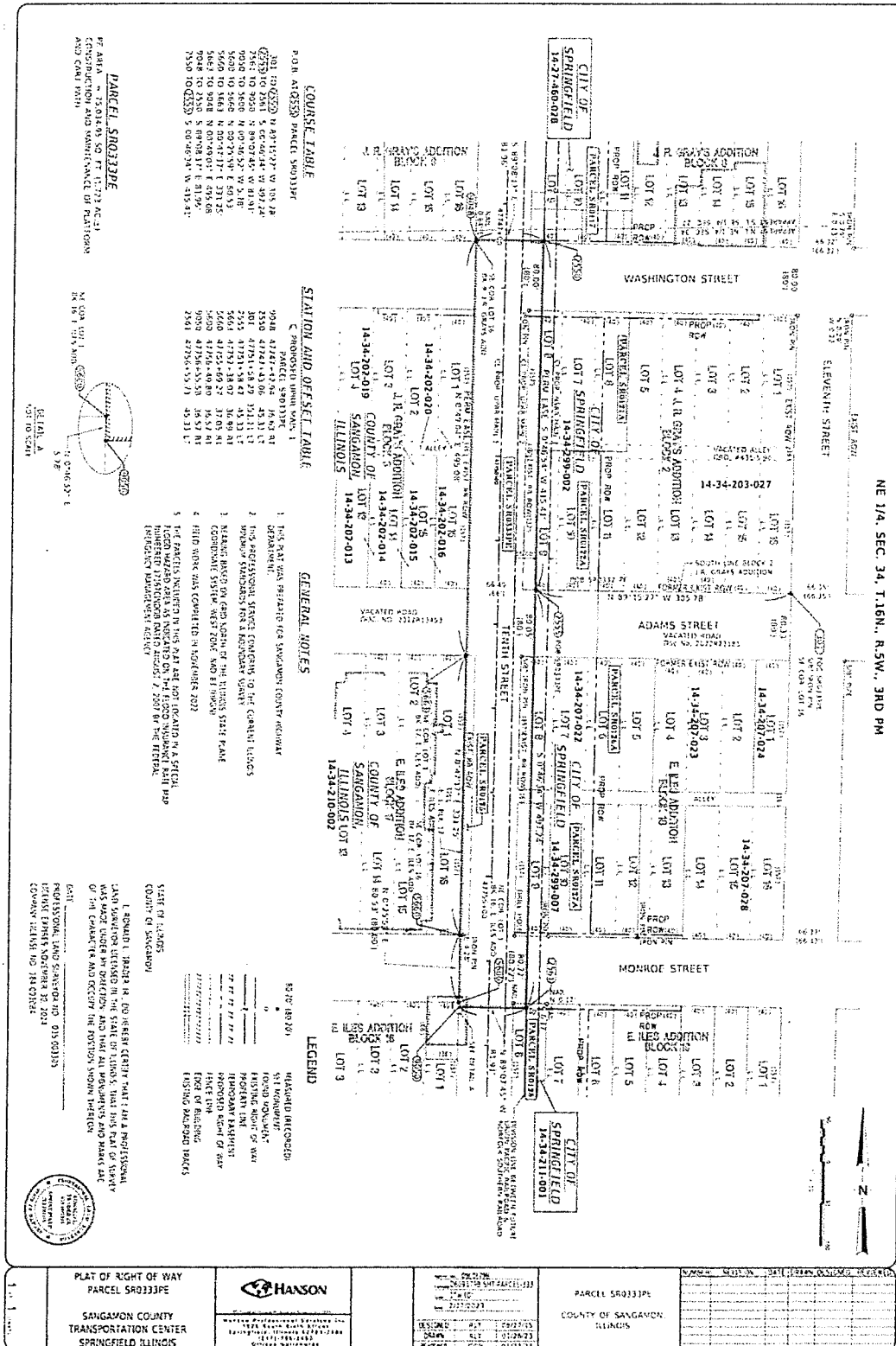
Exhibit B2

City of Springfield, Illinois  
Railroad Improvement Project  
Section 19-00488-00-BR  
Parcel SR0332B-PE  
Union Pacific Railroad

Part of Lot 9 in Block 2 of J.R. Grays Addition, part of Adams Street right of way, and part of Tenth Street right of way in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Beginning at the southeast corner of Lot 16 in Block 3 of J.R. Grays Addition, being the intersection of the existing northerly right of way line vacated Adams Street and the existing westerly right of way line of Tenth Street, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,141,661.205, E = 2,443,903.221; thence North 00 degrees 49 minutes 04 seconds East along the existing westerly right of way line of Tenth Street, 24.29 feet; thence South 89 degrees 13 minutes 25 seconds East, 82.24 feet; thence South 00 degrees 46 minutes 34 seconds West, 105.05 feet to the southerly existing right of way line of Adams Street; thence North 89 degrees 12 minutes 28 seconds West along the southerly existing right of way line of Adams Street, 15.94 feet to the Northwest Corner of Lot 8 in Block 18 of Elijah Iles Addition; thence North 88 degrees 46 minutes 56 seconds West, 66.38 feet to the Northeast Corner of Lot 1 in Block 17 of Elijah Iles Addition; thence North 00 degrees 49 minutes 04 seconds East, 80.25 feet to the Point of Beginning containing 8,626.79 square feet or 0.198 acres, more or less.

## Exhibit C1



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Exhibit C2

City of Springfield, Illinois  
Railroad Improvement Project  
Section 19-00488-00-BR  
Parcel SR0333-PE  
County of Sangamon, Illinois

Part of Lot 8 and Lot 9 in Block 2 of J.R. Grays Addition, part of Lot 9 in Block 8 of J.R. Grays Addition, part of Lot 8 and Lot 9 in Block 18 of Elijah Iles Addition, part of Lot 8 in Block 19 of Elijah Iles Addition, part of Tenth Street right of way between the north line of Washington Street and the south line of Monroe Street and part of the right of way of Washington Street, Adams Street and Monroe Street. all in the Northeast Quarter of Section 34 in Township 16 North, Range 5 West of the 3rd Principal Meridian. Situated in Sangamon County Illinois.

Commencing at the southeast corner of Lot 16 in Block 2 of J.R. Grays Addition, being the intersection of the existing northerly right of way line of vacated Adams Street and the existing westerly right of way line of Eleventh Street; thence North 89 degrees 15 minutes 27 seconds West along the south line of Block 2 of J.R. Grays Addition, a distance of 305.78 feet to a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1 and the Point of Beginning; thence South 00 degrees 46 minutes 34 seconds West along a line 15.00 feet west and parallel of the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 497.24 feet; thence North 89 degrees 07 minutes 45 seconds West, 81.91 feet to the east line of Lot 1 of Block 16 of Elijah Iles Addition; thence North 00 degrees 46 minutes 52 seconds West along the east line of Lot 1 of Block 16 of Elijah Iles Addition, 5.78 feet to the Northeast Corner of Block 16 of Elijah Iles Addition, being the intersection of the existing southerly right of way line of Monroe Street and the existing westerly right of way line of Tenth Street; thence North 00 degrees 25 minutes 59 seconds East, 80.53 feet to the Southeast Corner of Block 17 of Elijah Iles Addition, being the intersection of the existing northerly right of way line of Monroe Street and the existing westerly right of way line of Tenth Street; thence North 00 degrees 47 minutes 17 seconds East along the existing westerly right of way line of Tenth Street, 331.25 feet to the Northeast Corner of Block 17 of Elijah Iles Addition, being the intersection of the existing southerly right of way line of vacated Adams Street and the existing westerly right of way line of Tenth Street; thence North 00 degrees 49 minutes 04 seconds East, 495.08 feet to a point in the east line of Lot 16 in Block 9 of J.R. Grays Addition, being 2.43 feet northerly of the Southeast Corner of thereof; thence South 89 degrees 08 minutes 17 seconds East, 81.96 feet to a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1; thence South 00 degrees 46 minutes 34 seconds West along a line 15.00 feet west and parallel of the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 415.41 feet to the Point of Beginning containing 75,034.95 square feet or 1.723 acres, more or less.

## ORDINANCE FACT SHEET

REQUEST FORM NO: 23-112  
DATE OF 1ST READING: 12/19/2023

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate

FISCAL IMPACT:

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

## SUGGESTED TITLE:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SANGAMON COUNTY FOR THE CONVEYANCE OF PERMANENT EASEMENTS AND A TEMPORARY CONSTRUCTION EASEMENT TO THE COUNTY FOR THE CONSTRUCTION, USE AND MAINTENANCE OF PLATFORMS, CART PATHS, AND PEDESTRIAN BRIDGES FOR THE SPRINGFIELD SANGAMON COUNTY TRANSPORTATION CENTER.

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

Agreement

CONTRACTOR / VENDOR NAME: Illinois Department of Transportation

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

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

Code Provision:

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

## REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

## EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

## COMMENTS

This ordinance approves an Intergovernmental Cooperation Agreement with Sangamon County for the transfer of three (3) permanent easements and one (1) temporary easement for the construction, use, and maintenance of rail platforms, cart paths, and pedestrian bridges for the Springfield Sangamon County Transportation Center.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)