## RESOLUTION #\_12-1

WHEREAS, Sangamon County, through a planning study concluded that the Springfield-Sangamon County Transportation Center should include a parking structure, an Amtrak Station, a Sangamon Mass Transit District Transfer Facility, an Adams Street Pedestrian Plaza, and, potentially, an Adams Street Activities Center; and,

WHEREAS, Sangamon County requested vacation of the alley between 10th Street and 11th Street and lying between Adams Street and Washington Street; and,

WHEREAS, the City of Springfield in an ordinance dated May 15, 1989 vacated said alley; and,

WHEREAS, the ordinance states that Sangamon County shall be responsible for the cost of any utility relocation for utilities located in the vacated alley; and,

WHEREAS, the cost associated with said relocation is reimbursable from the State of Illinois Inter-Governmental Grant Agreement No. C-96-120-21 dated July 28, 2021; and,

WHEREAS, Illinois Power Company d/b/a AmerenIP has prepared an agreement for Sangamon County at an estimated \$125,312.24 to relocate natural gas utilities in the alley.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Annual Statutory Meeting, assembled this 14<sup>th</sup> day of September, A.D., 2021 that the agreement is approved and AmerenIP will bill Sangamon County for actual costs associated with the natural gas main relocation; and,

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

Chairman, Sangamon County Board

Respectfully submitted,

Chairman

Finance Committee Sangamon County Board

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 14<sup>th</sup> day of September, A.D., 2021. I certify that the correct TIN/FEIN

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of

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 September, A.D., 2021.

COUNTY CLERK

FILED

SEP 1 0 2021

Dan / King Sangamon Courily Clerk

East Side Transportation Center Sangamon County, Illinois St. John's Hospital on 9<sup>th</sup> Street – Gas- East Side Transportation Center Project-Ameren Work Order No. J0VVL Ameren Work Request No.: 9SOU065079, 9SOU065019, 9SOU065112

#### **RELOCATION AGREEMENT**

 THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and

 between ILLINOIS POWER COMPANY d/b/a AmerenIP, a corporation existing under the laws of the State

 of Illinois, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called SANGAMON COUNTY

 "Company", and CITY OF SPRINGFIELD CITY, Illinois, its successors or assigns, hereinafter called "<u>Gity</u>",

 WITNESSETH THAT:
 County

 County
 East Side Transportation Center Project

 WHEREAS, <u>Gity</u> contemplates the construction associated with <u>St. John's Hospital on 9<sup>th</sup> Street -</u>

East Side Transportation Center Project, in City of Springfield City, Illinois, and East Side Transportation Center Project WHEREAS, in carrying out the construction associated with the <u>St. John's Hospital on 9<sup>th</sup> Street -</u>

County

<u>East Side Transportation Contor Project</u>, Company has been requested by <u>City</u> to move Company's facilities in the vacated east-west alley lying between Washington and Adams Streets and 10th and 11th Streets now located on <u>Company's private right of way along Winter Avenue</u> in City of Springfield City, Illinois, to

provide clearance for the construction; and

County

WHEREAS, Company is willing to accommodate to said request upon the condition that Gity accepts

the provisions hereinafter set out and evidences its said acceptance by the execution hereof in duplicate by County Resolution its agent duly authorized in accordance with City Ordinance No.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the <u>City-Engineer</u>, furnish all labor, material and supervision necessary, and will relocate said distribution facilities of the Reference plan numbers, and FORM A or label plans/Form A "Exhibit A"/Exhibit "B" Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the <u>St. John's Hospital on 9th Street</u>—East Side Transportation Center Project in City of Springfield City,

Illinois.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

The total cost of the work is estimated to be One hundred Twenty-five thousand, three hundred County
 twelve dollars and 24/100th Dollars (\$125,312.24). It is agreed that <u>City's</u> obligation toward the cost of work County
 under this contract shall be 100% of the actual cost thereof. <u>City</u> agrees that upon completion of the work

contemplated herein and upon receipt of an invoice in the actual amount, it will reimburse Company for (60) 100% of the actual cost of the work. Any invoice remaining unpaid more than thirty-(30) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid. 12-3

5. <u>City</u> agrees to compensate Company for any future relocations or adjustments of Company'sfacilities (as they may then exist) made necessary by future improvements or use of St. John's Hospital on-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.



FORM A

1 <u>1</u>





12-4

(REVISED)

### Ameren Illinois Company d/b/a Ameren Illinois RELOCATION OF FACILITIES AT REQUEST OF GOVERNMENT AGENCIES

AMEREN WORK REQUEST: 9SOU065079, 9SOU065019 AMEREN WORK ORDER: J0VVL

RELOCATION PROJECT TO BE FINAL BILLED: AS ESTIMATED <u>or</u> X AT ACTUAL

		AMOUNT
1. COST OF INSTALLED MAT	ERIALS (SCHEDULES A THRU A-4)	\$14,839.00
2. AMEREN LABOR TO INST	ALL AND/OR REMOVE FACILITIES (SCHEDULE B)	\$39,223.00
3. OTHER JOB RELATED CO	STS (SCHEDULE C)	\$55,000.00
4. INDIRECT OVERHEAD CH	ARGES (SCHEDULE D)	\$16,250.24
	TOTAL ESTIMATED COSTS	\$125,312.24
	LESS 0.0% NON-REIMBURSABLE	\$0.00
	TOTAL ESTIMATED REIMB. COSTS	\$125,312.24
DATE:	Alex Schroeder	217-753-5107
	APPROVED BY PROJECT MANAGER	PHONE
	Randy Holzinger	

PREPARED BY ACCOUNTANT

	EDULE A - MATERIA				
AMEREN MATERIAL INSTALLED					
DESCRIPTION	STOCK NO.	QUANTITY	<u>AMOUNT</u>		
SLEEVE, PIPE, SLEEVE, 8	19-23-544	1	\$1,713.00		
PIPE-PE,6"IPSX40'LON	32-05-017	10	\$68.00		
PIPE, PE 2406, 6"YEL	32-05-034	650	\$4,674.00		
EE, 3WAY, 6 11 TD WILL	19-23-616	2	\$2,304.00		
		_	<b>, , , , , , , , , , , , , , , , , , , </b>		
OTAL AMEREN MATERIAL INSTA			\$8,759.00		
STIMATED MINOR MATERIAL	54.01%		\$4,730.39		
			\$13,489.39		
STIMATED PURCHASING AND S	TORES HANDLING	10.00%	\$1,349.61		
OTAL COST OF AMEREN INSTA	LLED MATERIAL		\$14,839.00		

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VENDO	SCHEDULE A-2 - MATERIAL VENDOR PURCHASED MATERIAL INSTALLED				
DESCRIPTION	VENDOR	QTY	UOM	AMOUNT	
TOTAL VENDOR PURCHASE	D MATERIAL INSTALL	FD	<del></del>	\$0	

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		SCHEDULE A-3	- SCRAP			
		SCRAP VALUE FOR MA		IOVED		
		**BASED ON CURRENT	SCRAP VAL	.UES**		
					PRICE	CREDIT
	DESCRIPTION	STOCK NO.	<u>FI</u>	EET	PER	<u>AMOUNT</u>
	TOTAL SCRAP VALUE					\$0.00
1	TOTAL SCRAP VALUE					\$0.00
	TOTAL SCRAP VALUE	SCHEDULE A-4 - PO				\$0.00
	TOTAL SCRAP VALUE	SCHEDULE A-4 - PO COST TO DISPOSE OF F				\$0.00
		COST TO DISPOSE OF F	POLES REM	OVED	PRICE	
	TOTAL SCRAP VALUE		POLES REM		PRICE PER	\$0.00
		COST TO DISPOSE OF F	POLES REM	OVED		
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		COST TO DISPOSE OF F	POLES REM	OVED		

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SCHEDULE B - AMEREN LABOR		
AIU-GAS		
Wages	\$117.67	
Pensions and Social Security	\$40.41	
Transportation	\$26.21	
Tools	\$3.87	
Ameren Productive Hourly Rate	\$188.16	
Estimated Crew Hours Needed	208.46	
TOTAL COST OF AMEREN LABOR	\$39,223.00	

. . . .

SCHEDULE C - OTHER			
Real Estate Fees- ROW,Easements, Etc.	\$0.00		
Hard Surface Repairs	\$45,000.00		
Specialized Equipment Rental	\$0.00		
Outside Contractor	\$0.00		
Waste Removal	\$0.00		
Traffic Control	\$10,000.00		
TOTAL OTHER CHARGES	\$55,000.00		

SCHEDULE D - INDIRECT OVERHEA	D CHARGES
Indirect Overheads - charges for overheads o center itself, including legal support, clerical sup billing activities, asset management activities, d etc.	oport, purchasing and
Total direct charges Indirect overhead billable percentage TOTAL OVERHEADS CHARGES	\$109,062.00 14.9% <b>\$16,250.24</b>







dm 1244

### AN ORDINANCE VACATING AN EAST-WEST PUBLIC ALLEY LYING BETWEEN WASHINGTON AND ADAMS STREETS AND 10TH AND 11TH STREETS.

WHEREAS, the Springfield City Council desires to vacate an east-west public alley ying between Washington and Adams Streets and 10th and 11th Streets, said alley being more particularly described and depicted in the attached Exhibit A; and

WHEREAS, it is in the public interest that said property be vacated and that the public use will be subserved by said vacation.

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

<u>Section 1</u>: That the property described in the attached Exhibit A is hereby vacated by the City of Springfield, Illiois and shall no longer be used for public purposes.

<u>Section 2</u>: It is determined that the nature and extent of the public use to be subserved thereby and the purpose interest therein is such as to warrant vacation of said described property.

Section 3: The City hereby reserves easements for maintenance of all public utilities currently located within the vacated area. All costs incurred in the relocation or removal of public facilities within the area to be vacated, shall be borne by the County of Sangamon. The City hereby reserves an easement on behalf of all public utilities over the entire vacated premises.

Section 4: The owners of the adjacent properties shall pay the fair appraised value of said vacated premises in public improvements valued in the amount of \$58,880.00 (\$11.50 per sq. ft.) in return for vacation of the alley adjacent to said property, which sum the Office of Budget and Management is directed to place into Revenue Account No. 001-004-000C-0342.

<u>Section 5</u>: This Ordinance shall not become effective upon the favorable vote of three-fourths of the entire City Council and receipt of the fair appraised value of the vacated premises as described above.

PASSED: , 1989 SIGNED: , 1989 **RECORDED:** 1989 MAYOR Approved as to legal-sufficiency: 1 4/27/90 Requested by: Alderman Woodson

Office of Corporation Counsel / Date

435-5-90

Part of the West Half of the `Northeast Quarter of Section 34, Township 16 North, Range 5 West `of the Third Principal Meridian, Sangamon County, Illinois, described as follows: 12-15

Beginning at the Southwest corner of Lot 8 of Block 2 of J.R. Gray's Addition; thence East along the South line of Lots 8, 7, 6, 5, 4, 3, 2, and 1 of Block 2 of J.R. Gray's Addition a distance of 320.00 feet, more or less, to the Southeast corner of said Lot 1; thence South on a projected line a distance of 16.00 feet, more or less, to the Northeast corner of Lot 16 of Block 2 of J.R. Gray's Addition; thence West along the North line of Lots 16, 15, 14, 13, 12, 11, 10 and 9 of Block 2 of J.R. Gray's Addition a distance of 320.00 feet, more or less, to the Northwest corner of said Lot 9; thence North on a projected line a distance of 16.00 feet, more or less, to the point of beginning.

Containing 5,120.00 sq. ft., more or less.



