

Resolution 7-1

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 and share services; and

WHEREAS, in 2013 the Sangamon County Board (County) entered into an intergovernmental agreement with the City of Springfield (City) to create and implement a Minority Participation Plan (MPP) for a two year term; and

WHEREAS, the MPP had two primary goals: 1) to coordinate with the Illinois Department of Transportation to offer pre-qualification assistance to local qualified minority firms wishing to bid on construction contracts associated with the Springfield Rail Improvement Project as part of the Disadvantage Business Enterprise program, and 2) to identify and encourage minority students to pursue a career in engineering by establishing workshops, mentoring and internships; and

WHEREAS, the MPP was beneficial to the residents of Sangamon County by addressing critical employment issues, and

WHEREAS, the County and City wish to extend the MPP for another two year term; and

WHEREAS, it is in the interests of the County to again enter into an intergovernmental agreement with the City setting forth the terms of the MPP; and

WHEREAS, it is necessary to provide funding for the MPP; and

WHEREAS, the costs of the MPP are estimated at \$60,000.00 per year; and

WHEREAS, the project will be funded by equal contributions of \$20,000.00 per year from the County, City and Hanson Professional Services (Hanson); and

WHEREAS, it is also in the best interests of the County to enter into a professional services agreement with Hanson to administer the funds and manage the project.

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2860

JAN 25 2015

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED

JAN 27 2016

Don J. May
Sangamon County Clerk

FILED

JAN 2 1988

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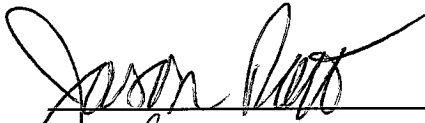
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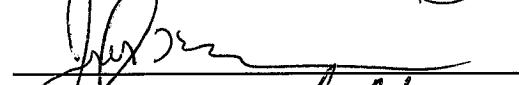
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NOW THEREFORE BE IT RESOLVED, by the members of the Sangamon County Board in session this **9th day of February, 2016**, that the County is authorized to enter into an intergovernmental agreement with the City for the continuation of the MPP for a two-year term, to be funded in an amount not to exceed \$20,000.00 annually for a period of January 1, 2016 to December 31, 2017, and the County is authorized to execute a professional services agreement with Hanson for a period of January 1, 2016 to December 31, 2017.


Respectfully Submitted,

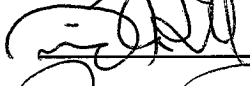


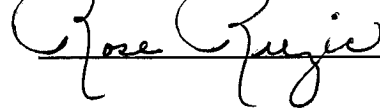


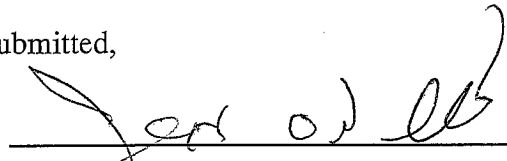





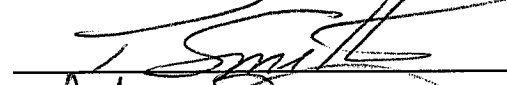















INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into effective _____, 2016, between the City of Springfield, Illinois ("City") and the County of Sangamon, Illinois ("County").

RECITALS

A. The City is a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

B. The County is a unit of local government organized and existing under the laws of the State of Illinois.

C. The City previously engaged Hanson Professional Services, Inc. ("Hanson") to perform preliminary design of the Springfield Rail Improvements Project for an area of approximately 4.75 miles from south of Sangamon Avenue to north of Stanford Avenue ("Project").

D. The purpose of this Intergovernmental Agreement is to provide funding for the creation and implementation of a Minority Participation Program ("MPP") to be administered and managed by Hanson for the duration of the Project, the scope of which is more particularly described in the proposed agreement attached hereto as Exhibit 1.

E. The costs of the MPP are estimated at \$60,000 per year, to be funded by equal contributions of \$20,000 per year by the City, the County and Hanson.

F. It is in the best interests of the City and the County to fund the MPP as the plan will, among other benefits, create unique opportunities for minority middle and high school students, and college-aged students who reside in the City and the County to obtain engineering and design experience.

G. The parties are authorized to enter into this Agreement by, among others, the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const. Art. VII, §10) and the Intergovernmental Cooperation Act, 5 ILCS 220.

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JAN 22 2015

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Andy Goleman
SANGAMON COUNTY AUDITOR

A G R E E M E N T

1. The foregoing recitals are incorporated into and form part of this Agreement.
2. The City and County agree to each pay the sum of \$20,000 per year to fund the MPP.

The term of the MPP Agreement shall be two years, from January 1, 2016 through December 31, 2017. Nothing in this Agreement shall preclude the parties from extending the MPP and their respective commitments to the MPP for an additional term or terms.

3. Upon approval of this Agreement by the Springfield City Council and the Sangamon County Board, the City and the County shall each deposit \$20,000 (total of \$40,000) into a separate fund ("Fund") to be maintained and administered by the City to provide funding for creation and implementation of the MPP. Pursuant to Hanson's agreement with the City, Hanson shall contribute the remaining \$20,000 to complete funding for the first year. All deposits shall be made as soon as possible upon adoption of this intergovernmental agreement. Thereafter, the Fund shall be replenished by the City, County and Hanson on or before December 31 for each successive year of the MPP.

4. In the event total costs of the MPP exceed \$60,000 per year, the City and County agree to cooperate with each other and Hanson to discuss and negotiate whether additional funding should be provided and/or modifications to the MPP should be implemented.

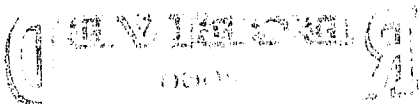
5. Each party represents that the individual signing this Agreement has the lawful authority to execute this Agreement on its behalf and to bind it to the terms and conditions of this Agreement.

SANGAMON COUNTY

CITY OF SPRINGFIELD

By: _____
Andy Van Meter,
Chairman of Sangamon County Board

By: _____
Jim Langfelder,
Mayor of Springfield


SANGAMON COUNTY
CLERK OF COURT
COURT HOUSE
SPRINGFIELD, ILLINOIS 62762
PH: 217.243.1100
FAX: 217.243.1101
WWW.SANGAMONCOUNTY.IL.GOV

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SANGAMON COUNTY

CITY OF SPRINGFIELD

By: _____
Andy Van Meter,
Chairman of Sangamon County Board

By: _____
Jim Langfelder,
Mayor of Springfield

COMMERCIAL REAL ESTATE SALES CONTRACT

Seller: Marine Bank
Mailing Address: 3120 Robbins Road, Springfield, IL 62704

Buyer: Sangamon County
Mailing Address: 200 S. 9th Street, Room 101, Springfield, IL 62701

Contract(s) to purchase the real estate commonly known as: 1101 E. Monroe Street, Springfield, IL 62703 and legally described as follows and further identified by Tax Index Number 14-34.0-208-019 on Lots 9, 10, 11, & W 4' of Lot 12 Block 27 E Iles Addition, and all heating, air conditioning, ventilating, electrical and plumbing systems which are attached to the premises. The above described real estate with all improvements thereon shall be hereinafter referred to as "Real Estate."

1. Purchase Price.

Offer/Purchase Price: \$149,500.00

Earnest Money Deposit in the form of cash: \$10,000.00 to be delivered by Buyer to the escrowee on or before January 29, 2016, conditioned solely upon Seller, prior to January 20, 2016, agreeing to the terms of this Contract as Seller's offer for presentation to the Sangamon County Board for its approval as evidenced by Seller executing this document.

Balance due at closing: \$139,500.00

2. Real Estate Sold "As Is."

BUYER ACKNOWLEDGES THAT THE REAL ESTATE IS SOLD AND PURCHASED "AS IS AND WHERE IS" AND "WITH ALL FAULTS" as of the time of this Contract AND AT ALL TIMES THROUGH THE CLOSING DATE. Buyer acknowledges that it has examined the Real Estate and performed all due diligence inspections, if any, as fully as desired prior to this Contract, except for the Buyer's Environmental and Survey Contingencies in Paragraph 5 and is relying exclusively on the Buyer's inspections and due diligence, or lack thereof, in the Buyer's decision to purchase the Real Estate. In addition to the foregoing, the Buyer understands and expressly acknowledges that the Seller is selling the Real Estate based on a foreclosure action, with owner's title insurance for the Buyer, and is conveying only those rights obtained through that process. Moreover, the Buyer acknowledges and accepts by entering into this Contract the Seller's explicit disclaimer of ALL IMPLIED WARRANTIES of FITNESS, MERCHANTABILITY, OR HABITABILITY for the Real Estate based upon the manner of sale and the price the Seller accepted for the purchase of the Real Estate.

3. Method of Payment.

Cash, no financing required.

4. Binding Contract Only Upon Sangamon County Board's Timely Approval of Seller's Offer.

Due to the monetary size of the transaction envisioned by this document, under Illinois law, the Sangamon County Board must approve the terms of the transaction before a binding contract is formed. Thus, Seller and Buyer acknowledge that there is no contract between them concerning the Real Estate until the Sangamon County Board approves a contract. Given this constraint, the Seller and Buyer's joint intent is that, once the Seller agrees to the terms of the proposed transaction as set forth herein and signs this document, these terms will be presented to the Sangamon County Board as an offer by the Seller to sell the Real Estate to the Buyer under the terms and conditions set forth herein. The Seller and Buyer further agree that this offer of Seller shall be rescinded on February 11, 2016, if it has not been formally accepted by the Sangamon County Board prior to that date. If the offer is so rescinded, all earnest money shall promptly be refunded to Buyer upon written direction of the Buyer and Seller to the escrowee.

5. Contingencies.

A. Environmental Assessment. Obtain within 30 days of the Sangamon County Board's approval of this Contract, at Buyer's expense, a written Phase I environmental assessment report prepared by professional environmental engineers or consultants. Buyer shall provide Seller with a copy of the report within two business days of Buyer's receipt of the Phase I report. If the Phase I report recommends a Phase II audit, either party may notify the other in writing (within five business days of Seller's receipt of the Phase I report) of its election to declare this Contract null and void, in which case all earnest money shall be promptly refunded to Buyer upon written direction of the Buyer and Seller to the escrowee. If the Phase I report does not recommend a Phase II audit, this Contract shall remain in full force and effect. If the Phase I report does recommend a Phase II audit, and if neither party, as a result thereof, exercises its right to declare this Contract null and void, at Buyer's discretion, Seller shall allow Buyer to have a Phase II audit conducted at Buyer's expense. If a Phase II audit report is prepared, within two business days of Buyer's receipt of the Phase II report, Buyer shall provide a copy of the Phase II report to Seller. If the Phase II audit report reveals that the Real Estate contains environmental contaminants, conditions, or other defects unacceptable to Buyer, Buyer shall have the right to terminate this Contract by providing Seller written notice of Buyer's election to terminate the Contract within five (5) business days of Seller's receipt of the Phase II audit report.

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B. Survey Assessment. Obtain within 30 days of the Sangamon County Board's approval of this Contract, at Buyer's expense, a boundary survey prepared by a registered Illinois land surveyor, showing that the Real Estate's boundaries are consistent with the legal description set forth herein and that there are no boundary encroachments or other survey defects which diminish the extent or value of the Real Estate or which render the Real Estate unacceptable to Buyer. Buyer shall give written notice to Seller of defects in the survey or defects in the Real Estate that are shown by the survey that are unacceptable to Buyer within five (5) business days of Buyer's receipt of the survey. Failure of the Buyer to serve written notice of the objections on Seller within the required time frame shall constitute a waiver by Buyer of any objections to the survey, and this Contract shall remain in full force and effect. Upon receipt of notice of Buyer's objections to the survey, Seller shall have five (5) business days to notify the Buyer in writing that (a) Seller will correct such defects at Seller's expense prior to closing, or (b) Seller will credit Buyer at closing a mutually agreed upon amount, if the parties can agree to said amount within five (5) business days following Seller's notice, or (c) Seller will neither correct such defects nor provide credit. Should Seller fail to provide notice to Buyer as required above or should Seller elect to neither correct such defects nor provide Buyer with a mutually agreed credit, Buyer, at Buyer's election, shall have twenty (20) calendar days following Buyer's delivery to Seller of Buyer's survey objections to declare this Contract null and void, in which case all earnest money shall be promptly refunded to Buyer upon written direction of the Buyer and Seller to the Escrowee.

C. Pre-Contract Activities Allowed. Buyer may have the Phase I environmental assessment report and the boundary survey prepared prior to contract formation, and should Buyer choose to have either or both performed prior to contract formation, Seller agrees to provide Buyer with access to the Real Estate and all documents and records in its possession or control related to the Real Estate so that any desired report and survey may be completely and accurately prepared prior to contract formation.

6. Closing.

A. Time. Closing shall be within 60 calendar days of the Sangamon County Board's approval of this Contract..

B. Conveyance. Conveyance shall be by recordable, stamped warranty deed (or other appropriate deed passing full free title, if title is in trust, or in an estate).

C. Compliance. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: 1) Real Estate Settlement Procedures Act of 1974; 2) Internal Revenue Service Form 1099S; 3) Section 1445 of the Internal Revenue Code as amended (which related to tax reporting based upon the citizenship status of the Seller); 4) A mutually agreeable summary of the closing transaction.

D. Transfer Taxes. Seller shall pay any transfer tax imposed by state or county law.

7. Payment and Prorations.

On the Closing Date, the Purchase Price shall be paid by the Buyer and all documents relative to the transaction shall be signed and delivered. Rents [There aren't any], utilities, pre-paid service contracts; association dues and fees [There aren't any] shall be prorated as of the date of Closing based on latest available information and the prorations and credits, if any, for these expenses only shall be final as of the Closing Date.

The Seller shall pay all of the 2014 real estate taxes and any unpaid installments of any special assessments that are due as of the Closing Date as well as any that have not accrued yet or are not due at the time of the Closing Date.

The Real Estate's 2015 real estate taxes that are based on the Real Estate's 2015 assessed value for real estate taxes, which is the subject of a pending assessment complaint filed by the Seller, will be paid in full by the Seller when the 2015 real estate taxes are billed in 2016. The 2015 real estate taxes will not be estimated and will not be deducted as a credit at the Closing.

The parties shall pro rate the payment of the 2016 real estate taxes payable in 2017 based the actual amount of 2015 real estate taxes for the Real Estate when the taxes are billed in 2016 and the Seller's days of ownership of the Real Estate in 2016 through the Closing Date and the Buyer's days of ownership of the Real Estate in 2016 post closing by executing a tax pro ration letter at the Closing. In 2016, the Seller shall provide payment to the Buyer of the prorated amount of the 2016 real estate taxes owed by the Seller based on the foregoing formula.

The real estate tax payment provisions for the 2015 and 2016 real estate taxes shall survive closing and shall not merge with the deed.

8. Conveyance, Liens, Encumbrances.

At closing Seller shall convey and transfer the Real Estate to Buyer by warranty deed (or other appropriate deed passing full free title, if title is in trust, or in an estate) with the appropriate plat act affidavit, if applicable, or appropriate assignment, which instrument shall be subject to the exceptions permitted herein. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.

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9. Evidence of Title.

Seller shall furnish to Buyer the following, showing merchantable title in Seller:

A. A commitment for title insurance, issued by a company authorized to do business in the State of Illinois, committing the company to issue an owner's policy, insuring title to the real estate in Buyer for the amount of the purchase price with any cost of conversion from an abstract being paid by Buyer.

B. Permissible exceptions to title shall include only: (a) the lien of general taxes not yet payable; (b) zoning laws and building ordinances; (c) easements of record or in place for utilities, drainage and public roads, highways and improvements; (d) items assumed by Buyer hereunder; (e) party wall rights and agreements; (f) covenants and restrictions of record; (g) reservations and conveyances of coal, oil, gas and other minerals, if any of record; (h) tenants in possession.

C. If the title evidence or any survey, if any, disclose by specific evidence (beyond the mere listing as a standard exception in the commonly accepted title insurance policy or commonly accepted standard exceptions to local abstract opinions) exceptions other than those permitted in this paragraph, Buyer shall give written notice of such exceptions to Seller within a reasonable time prior to the closing date. Seller shall have a reasonable time to have such title exceptions removed, except that Seller's existing mortgage and other lien indebtedness may be paid at closing out of sale proceeds. Seller must pay off or obtain releases on all existing mortgage and other liens indebtedness out of sale proceeds at closing unless Buyer specifically agrees to take title subject thereto. If Seller is unable to cure such exceptions by the closing date, Buyer shall have the option to declare this Contract null and void and receive return of his earnest money or to proceed with the closing accepting such objections.

10. Damage by Casualty Before Closing.

If prior to Closing, the improvements on the Property are destroyed or materially damaged by fire or other casualty, the Seller shall have the sole and unfettered option of declaring this Contract void. The Buyer shall not have any interest in the Seller's insurance proceeds unless the Seller offers the Buyer the right to accept the Property as damaged or destroyed together with all or a designated part of the estimated proceeds of any insurance that might be payable as a result of such destruction or damage (hereinafter the "Offer"). The Buyer has ten (10) days from the date the Seller makes said Offer to the Buyer and provides the Buyer with a true and correct statement of the estimated amount of insurance proceeds to be received because of said casualty, if available from the insurance company and a statement that the Seller will pay all or a designated part the estimated insurance proceeds to the Buyer in the event the Seller's Offer is accepted by the Buyer, to provide the Seller with written notice of the Buyer's acceptance or rejection of said Offer. The Buyers' failure to respond to the Offer in a timely manner constitutes a rejection of the Offer.

11. Performance.

Once executed, this is an enforceable Contract placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages. All costs, expenses and reasonable attorney's fees incurred by one party in enforcing said party's rights under this Contract may be recovered from the other party. In addition, the Seller may elect to retain the earnest money paid above as liquidated damages, and in the event of such retention, this Contract thereupon shall become null and void, and the Seller shall then have the right to re-enter and take possession of the Real Estate aforesaid, and a written notice of such forfeiture and re-entry served upon Buyer, or recorded in the Recorder's Office of the County in which the Real Estate are located, shall be sufficient evidence of such election, forfeiture and re-entry, and all rights, if any, of the Buyer shall be considered terminated and Seller shall have no further claim against the Buyer.

12. Earnest Money Escrow.

The earnest money funds shall be held in escrow Prairie Land Title Company for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract and in accordance with regulations of the Illinois Real Estate License Act of 2000. In the event the sale is not completed, escrowee shall deliver the funds as the parties agree and direct in writing which direction shall be delivered to escrowee within fifteen (15) calendar days of the closing date as set forth in this Contract. After deducting any direct expenses incurred by the escrowee in furtherance of completion of this executed contract, if the parties are in disagreement and have not jointly directed the escrowee as to the disposition of the funds within the fifteen (15) day period described above, upon 15 calendar days written notice to Seller and Buyer, escrowee may then deposit the funds with the Clerk of the Circuit Court of the County in which the Real Estate is located by the filing of an action in the nature of interpleader. The parties agree that escrowee will be reimbursed for all costs, including reasonable attorney's fees, relating to the filing of the interpleader and reasonable broker's expenses and do hereby agree to indemnify and hold escrowee harmless from any and all claims and demands, (unless arising from the negligence or intention of the escrowee), including the payment of all reasonable attorney's fees, costs and expenses.

13. Property Condition.

IT IS EXPRESSLY AGREED BY BUYER AND SELLER THAT THERE HAVE NOT BEEN ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, CONCERNING THE CONDITION AND/OR QUALITY OF THE PROPERTY AND ITS IMPROVEMENTS IN ANY FASHION WHATSOEVER INCLUDING BUT NOT LIMITED TO: THE PROPERTY'S PLUMBING, ELECTRICAL, HEATING, AIR CONDITIONING, OTHER MECHANICAL SYSTEMS, AND ROOF(S), ANY OF ITS APPLIANCES AND/OR FIXTURES; THE UTILITIES, WATER SUPPLY, SEWERS, SEWAGE DISPOSAL SYSTEM, AND/OR THE

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13. Property Condition.

IT IS EXPRESSLY AGREED BY BUYER AND SELLER THAT THERE HAVE NOT BEEN ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, CONCERNING THE CONDITION AND/OR QUALITY OF THE PROPERTY AND ITS IMPROVEMENTS IN ANY FASHION WHATSOEVER INCLUDING BUT NOT LIMITED TO: THE PROPERTY'S PLUMBING, ELECTRICAL, HEATING, AIR CONDITIONING, OTHER MECHANICAL SYSTEMS, AND ROOF(S), ANY OF ITS APPLIANCES AND/OR FIXTURES; THE UTILITIES, WATER SUPPLY, SEWERS, SEWAGE DISPOSAL SYSTEM, AND/OR THE

STRUCTURAL DESIGN, SOUNDNESS, INTEGRITY AND/OR LACK THEREOF OF THE PROPERTY AND ITS IMPROVEMENTS THAT ARE THE SUBJECT OF THIS CONTRACT; APPLICABLE ZONING CODE COMPLIANCE OR VIOLATIONS; BUILDING CODE COMPLIANCE OR VIOLATIONS; FIRE SAFETY CODE COMPLIANCE OR VIOLATIONS; ENVIRONMENTAL CONCERNS, ISSUES, MATTERS OR CONTAMINATION OR LACK THEREOF, INCLUDING BUT NOT LIMITED TO THE PRESENCE OR ABSENCE OF ASBESTOS, LEAD PAINT, ABOVE AND/OR UNDERGROUND PETROLEUM TANKS, AND/OR MOLD. IF ANY OF THE ABOVE-DESCRIBED WARRANTIES, REPRESENTATIONS OR GUARANTEES IS TO BE MADE, THEY MAY ONLY BE MADE IN WRITING PRIOR TO THE CLOSING DATE.

14. General Conditions and Stipulations.

Seller warrants that on or before ^{MB January} ~~December~~ 31, 2015, it has provided Buyer with all documents and other information in Seller's possession or control concerning the past uses of the Real Estate, existing environmental contamination at the Real Estate, and potential sources of contaminants that may impact the Real Estate.

Seller agrees that, when any Phase I or Phase II environmental assessment is conducted pursuant to this Contract, Seller will provide the person(s) conducting said audit(s) with all information in Seller's possession or control concerning the Real Estate which is requested by said person(s).

Time shall be considered to be of the essence of this Contract. All warranties herein are specifically intended to survive the closing of this transaction. The warranties and agreements contained herein shall extend to and be obligatory upon heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

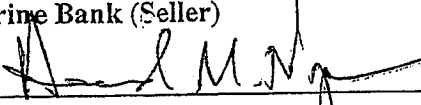
Unless expressly otherwise provided elsewhere in this agreement, any election, notice, or other communication required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given and received if and when delivered personally with receipt acknowledged or within one (1) business day of the day the same is either sent by Certified Mail, or sent via facsimile transmission or sent by a national commercial courier service, such as Federal Express, for expedited delivery.

The undersigned acknowledge that it is illegal to refuse to sell real estate because of race, color, religion, sex, creed, physical or mental handicap, national origin, or familial status and any other classes protected by state and local ordinance.

This Contract contains all of the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements regarding the subject matter of this Contract and may only be

amended or altered in writing signed by all parties. Signature by facsimile transmission is acceptable.

Marine Bank (Seller)

By: 

Its: Executive Vice President & General Counsel

Date: 1/20/2016

THE BUYER EXPRESSLY ACKNOWLEDGES THAT THE PROPERTY IS SOLD "AS IS" AND WITH ALL FAULTS AS SET FORTH IN PARAGRAPHS 2 AND 13.

Sangamon County (Buyer)

By: _____

Its: _____

Date: _____

amended or altered in writing signed by all parties. Signature by facsimile transmission is acceptable.

Marine Bank (Seller)

By: 

Its: Executive Vice President & General Counsel

Date: 1/20/2016

THE BUYER EXPRESSLY ACKNOWLEDGES THAT THE PROPERTY IS SOLD "AS IS" AND WITH ALL FAULTS AS SET FORTH IN PARAGRAPHS 2 AND 13.

Sangamon County (Buyer)

By: _____

Its: _____

Date: _____

