

AN ORDINANCE AUTHORIZING THE PURCHASE OF NEW RELAYS FOR
VARIOUS SUBSTATIONS FROM SCHWEITZER ENGINEERING
LABORATORIES, INC. IN AN AMOUNT NOT TO EXCEED \$202,521.02,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of new distribution relays for the various substations from Schweitzer Engineering Laboratories, Inc. ("SEL"), and

WHEREAS, these relays are aging and beginning to fail in the field, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

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 the purchase of new distribution relays from SEL in an amount not to exceed Two Hundred Two Thousand Five Hundred Twenty-One Dollars and Two Cents (\$202,521.02).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with SEL on behalf of the City of Springfield, Office of Public Utilities.

Section 3. The payment to SEL for the total maximum amount of Two Hundred Two Thousand Five Hundred Twenty-One Dollars and Two Cents (\$202,521.02) from Account Nos. 102-100-CBEB-3532-2310 (\$119,592.46) and 102-100-CBEB-3632-2310 (\$82,928.56) 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

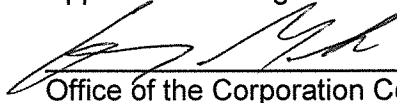
SIGNED: _____, 2024

RECORDED: _____, 2024

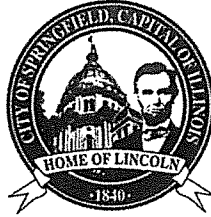
MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher



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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones – Central Purchasing 

DATE: March 27, 2024

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Schweitzer Engineering Laboratories, Inc., ("SEL"), for purchase of new distribution relays for the various substations in an amount not to exceed \$202,521.02 for CWLP – Office of Public Utilities.

Utility is trying to have all SEL relays for both reliability and continuity.

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

Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:
support@astareg.com

Created Date	3/1/2024	Quote Number	00333633
Account Name	City of Springfield (IL)	Expiration Date	4/30/2024
Sold To Contact	Jacob Hill	Prepared By	Dave Troike
Sold To Contact Email	jacob.hill@cwlp.com	Sold To Sales Channel	A Star Electric Company
Sold To Contact Phone	+1 (217) 757-8520		support@astareg.com

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	751A#3T60 (751A01A1A0X0X850220)	SEL-751A	USD 1,699.46	4.00	USD 6,797.84
2	751#7N98 (751101ACA0X0X850220)	SEL-751 Feeder Protection Relay	USD 2,660.53	34.00	USD 90,458.02
3	487B#GVWB (0487B1X4X52XB1XCH7MXXXX)	SEL-487B With Conventional Secondary Inputs	USD 11,168.30	2.00	USD 22,336.60
Grand Total					USD 119,592.46

Lead Time

Lead times are confirmed upon receipt of a complete purchase order and can be subject to change due to special circumstances.
Lead times do not include delivery times.

Typical Lead Times

Ship-from-stock products: 2 business days

All other products: 4–10 business days

Faulted-circuit indicators and sensors: Confirmed at time of order

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals 2024-127

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a

separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:
support@astareg.com

Created Date 3/1/2024
Account Name City of Springfield (IL)
Sold To Contact Jacob Hill
Sold To Contact jacob.hill@cwlp.com
Email
Sold To Contact +1 (217) 757-8520
Phone

Quote Number 00333630
Expiration Date 4/30/2024
Prepared By Dave Troike
Sold To Sales A Star Electric Company
Channel
support@astareg.com

Line No.	Part Number	Description	Sales Price	Quantity	Total Price
1	751A#WB8X (751A01A0X0X0X850000)	SEL-751A	USD 1,195.48	32.00	USD 38,255.36
2	487B#WRT5 (0487B1X4X52XB1XEH7EXXX)	SEL-487B With Conventional Secondary Inputs	USD 11,168.30	4.00	USD 44,673.20
Grand Total					USD 82,928.56

Lead Time

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Typical Lead Times

Ship-from-stock products: 2 business days

All other products: 4–10 business days

Faulted-circuit indicators and sensors: Confirmed at time of order

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

2024-127

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

ORDINANCE FACT SHEET

AGENDA NUMBER: _____

DATE OF 1ST READING: _____

04-16-24

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: \$ 202,521.02

BUDGETED: YES/NO

NEW POSITION: YES/NO

STAFFING IMPACT: N/A

TYPE OF ORDINANCE: Sole Source – Utility is trying to have all SEL relays for both reliability and continuity.

ACCOUNTING INFORMATION: 102-100-CBEB-3532-2310 (\$119,592.46) and 102-100-CBEB-3632-2310 (\$82,928.56)

PRIOR ORDINANCE INFORMATION: Most recent: Ord. 088-03-23, various Substation, \$162,653.64

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Schweitzer Engineering Laboratories, Inc. CONTRACT AMOUNT: \$ 202,521.02
(Original Amount if ~~Change Order~~)

CONTRACT TERM: n/a TYPE OF AWARD: Sole Source – for reliability & continuity

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

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

This Ordinance approves the purchase of new distribution relays for the various substations from Schweitzer Engineering Laboratories, Inc. ("SEL") in an amount not to exceed \$202,521.02. The current relays are at the end of life and beginning to fail. These relays provide system protection for power lines throughout the City. Failure of the protection systems can cause more prolonged outages and high costs due to damaged equipment.

For several years, the Utility has awarded contracts to SEL (UE14-04-023, UE15-06-030, UE16-03-08, UE17-03-05, UE18-063-04, NB19-85U, NB20-82U-1, NB21-115U-1, NB22-50U-1, NB23-148U, and NB24-08U). Last year, Ordinance No. 088-03-23 authorized the purchase of distribution and bus relays for the various substations from SEL, as a sole source vendor, in an amount not to exceed \$162,653.64. The Utility has installed these relays at multiple locations and wants consistency throughout its distribution system.

Schweitzer Engineering Laboratories, Inc. is not a local vendor.

SIGN OFF:  Mayor's Office

GEM

 OBM
(When Applicable)

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN AN AMOUNT
NOT TO EXCEED \$117,656.65 FOR A VACUUM EXCAVATOR FROM VERMEER MIDWEST
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance is necessary to fund the purchase of a vacuum excavator from Vermeer Midwest which was previously approved by Ordinance 091-03-24, and;

WHEREAS, after the passage of Ordinance 091-03-24, it was discovered that the prior anticipated budgeted allocation was not included in the approved budget, and;

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in an amount not to exceed \$117,656.65 from the Water Rate Stabilization Unappropriated Fund Balance into account no. 101-100-BA-4602-1503 to pay for this equipment purchase, 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 the Water Rate Stabilization Unappropriated Fund Balance into account no. 101-100-BA-4602-1503 in an amount not to exceed \$117,656.65.

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 the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 4/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

ORDINANCE FACT SHEET

AGENDA NUMBER:

DATE OF 1ST READING: 04-16-24

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: \$117,656.65 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: none

TYPE OF ORDINANCE: supplemental appropriation

ACCOUNTING INFORMATION:

SUPPLEMENTAL APPROPRIATION

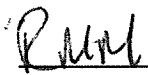
FROM	Water Rate Stabilization Unappropriated Fund Balance	\$117,656.65
TO	101-100-BA-4602-1503	\$117,656.65

STAFF ANALYSIS:

This is a new ordinance authorizing a supplemental appropriation in the amount not to exceed \$117,656.65 from the Water Rate Stabilization Unappropriated Fund Balance into account no. 101-100-BA-4602-1503 that is necessary to fund for the purchase of a vacuum excavator from Vermeer Midwest which was previously approved by Ordinance 091-03-24. After the passage of Ordinance 091-03-24, it was discovered that the prior anticipated budget allocation was not in the approved budget.

This purchase will be a new upgraded version of an existing 2011 Vermeer vacuum excavator purchased in 2012 which can no longer be used or repaired. This equipment is needed to safely excavate around existing underground utilities when space is limited. The purchase of this equipment was through a joint purchase agreement with Sourcewell.

SIGN OFF:  Mayor's Office
GEM

 OBM
(When Applicable)

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

**AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE
EXECUTION OF CONTRACT NUMBER PW24-02-94 WITH
LINCOLNLAND CONCRETE, INC., AND CAPITOL READY MIX, INC. TO
PURCHASE READY MIX CONCRETE AND RELATED MATERIALS FOR
AN AMOUNT NOT TO EXCEED \$325,000.00, FOR THE OFFICE OF
PUBLIC WORKS AND CITY WATER LIGHT & POWER**

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

WHEREAS, pursuant to the above, Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc. submitted the lowest bid for ready mix concrete and other related materials for the Office of Public Works and City Water Light & Power in the amount of \$325,000.00; 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. PW24-02-94; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Lincolnland Concrete, Inc. and Capitol Ready Mix, Inc.

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 Lincolnland Concrete, Inc., and Capitol Ready Mix, Inc. for ready mix concrete and related materials for the Office of Public Works and City Water Light & Power in an amount not to exceed \$325,000.00. The Mayor and City Clerk are authorized to execute Contract No. PW24-02-94 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Lincolnland Concrete, Inc. (VC4002), and Capitol Ready Mix, Inc. (CA002474) for an amount not to exceed \$325,000.00 upon satisfactory performance of the contract as follows:

FROM ACCOUNT NUMBERS	AMOUNTS
001-110-WORK-STRS-1407	\$225,000.00
101-100-BA-4442-2313	\$ 25,000.00
102-100-CBAE-3682-2313	\$ 50,000.00
102-100-CABG-7710-1407	\$ 25,000.00
TOTAL:	\$325,000.00

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

PASSED: _____, 2024

SIGNED: _____, 2024

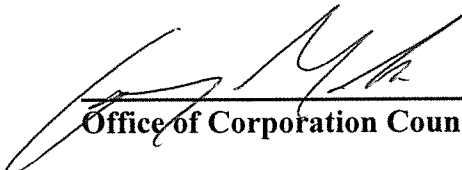
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

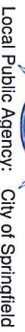
Requested by: Mayor Misty Buscher

 4/11/24

Office of Corporation Counsel / Date

MAR 19 2024

BY CM
CHAIRMAN



Local Public Agency: City of Springfield Date: March 14, 2024
County: Sangamon Time: 2:00 p.m.

Section: PW24-02-94 Appropriation: Corporate, CWLP
Estimate: FY2025 Ready-Mix Concrete

Attended By:

Proposal Guarantee:
Terms:
Approved Engineer's

Name of Bidder:
Address of Bidder:

Capitol Ready Mix, Inc.,
1900 E Mason St
Springfield, IL 62702
217-528-1100

Lincolnland Concrete, Inc.
2300 N 16th St

Recommend award to Capitol Ready Mix, Inc. and Lincolnland Concrete, Inc.
The not-to-exceed amount in the ordinance will be \$225,000 for Public Works and \$100,000 for CWLP.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-16
DATE OF 1ST READING: 4/16/2024

OFFICE REQUESTING: Public Works

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

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$ 325,000.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NO. PW24-02-94 WITH LINCOLNLAND CONCRETE, INC. AND CAPITOL READY MIX, INC., TO PURCHASE READY MIX CONCRETE AND RELATED MATERIAL FOR THE OFFICE OF PUBLIC WORKS AND CWLP

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
contractsCONTRACTOR / VENDOR NAME: Lincolnland Concrete, Inc. VENDOR NO: VC4002
CONTRACTOR / VENDOR NAME: Capitol Ready Mix, Inc. VENDOR NO: CA002474
CONTRACTOR / VENDOR NAME: VENDOR NO:CONTRACT TERM: one year CONTRACT # PW24-02-94 Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$325,000.00
(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

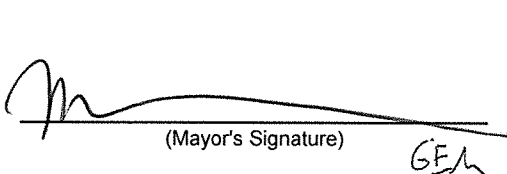
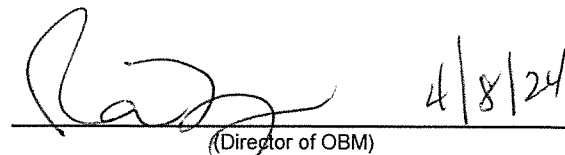
	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	STRS	1407	\$ 225,000.00
2	101	100	BA	4442	2313	\$ 25,000.00
3	102	100	CBAE	3682	2313	\$ 50,000.00
4	102	100	CABG	7710	1407	\$ 25,000.00

FUNDS CHECK BY: Date: 4/15/24
DIRECTOR / SUPERVISOR SIGNATURE Date: 3 APR 24
CITY PURCHASING AGENT: Date: 4/15/2024

COMMENTS

This ordinance is for Ready Mix Concrete and other related materials to be supplied for the Office of Public Works and CWLP maintenance projects.

SIGN OFF:


(Mayor's Signature) GEH
(Director of OBM) 4/8/24

**AN ORDINANCE AUTHORIZING PAYMENT OF \$20,000.00 FOR
SETTLEMENT OF CENTRAL DISTRICT OF ILLINOIS COURT CASE 20-L-160
*MARY WILLIAMS v. CITY OF SPRINGFIELD & MICHAEL VOGEL***

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, on August 26, 2019, Springfield police officer Michael Vogel was on duty and operating his squad car near the intersection of Shiloh and Park Avenue in Springfield, IL, when the vehicle he was operating collided with a school bus in which Mary Williams was a passenger and bus monitor; and

WHEREAS, Mary Williams filed a lawsuit in the Circuit Court of Sangamon County, Illinois in case number 20-L-160, *Williams v. City of Springfield & Vogel* alleging therein that she was injured in said collision; and

WHEREAS, Ms. Williams is willing to settle this lawsuit with the City in the amount of \$20,000.00 from or on behalf of the City of Springfield; and

WHEREAS, it is in the best interest of the City to approve settlement of this case.

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

Section 1: That the City Council hereby authorizes settlement of Circuit Court for Sangamon County, Illinois for case number 20-L-160, *Williams v. City of Springfield & Vogel*, regarding the motor vehicle accident on August 26, 2019, involving those parties. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment jointly to Mary Williams and her attorneys, Kanoski Bresney, in the amount of \$20,000.00, from account number 074-107-BMGT-LIAB-2220 in accordance with the terms of the settlement agreement for Circuit Court for Sangamon County, Illinois for case number 20-L-160, *Williams v. City of Springfield & Vogel*.

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

PASSED: _____, 2024

SIGNED: _____, 2024

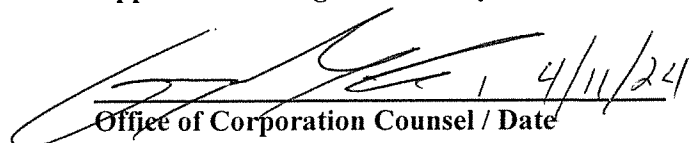
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 4/11/24

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for the sole consideration of **Twenty Thousand Dollars (\$20,000.00)** to or on behalf of the undersigned in hand paid receipt of which is hereby acknowledged, does hereby and for my heirs, executors, administrators, successors and assigns release, acquit and forever discharge the

City of Springfield, Illinois, a Municipal Corporation and Michael L. Vogel

and their agents, successors, and all other persons, firms, corporations, associations, or partnerships of and from any claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred at the intersection of Shiloh and Park Ave, Springfield, Illinois on or about August 26, 2019, involving a collision between vehicles driven by the Vogel and in which the undersigned was a passenger.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's good faith, judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declares and represents that there may be unknown or unanticipated injuries resulting from the above stated accident, casualty or event and in making this Release it is understood and agreed that this Release is intended to include such injuries.

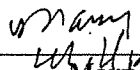
The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. The undersigned declares that in the event there are any outstanding claims or liens of any type against the settlement proceeds, that the undersigned will be responsible for satisfying such claims or liens out of the settlement proceeds.

This Release expressly reserves all rights of the person, or persons, on whose behalf the payment is made and the rights of all persons in privity or connected with them, and reserves to them their right to pursue their legal remedies, if any, including but not limited to claims for contribution, property damage and personal injury against the undersigned or those in privity or connected with the undersigned.

THE UNDERSIGNED PERSONS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this 03 / 14 / 2024 day of March, 2024

CAUTION: READ BEFORE SIGNING BELOW

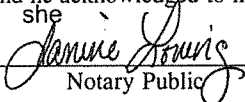


Mary L. Williams

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~SANGAMON~~ -) Kankakee

On the 14th day of March, 2024, before me personally appeared **Mary L. Williams** known to me to be the person named herein and who executed the foregoing Release and ~~he~~ ^{she} acknowledged to me that ~~he~~ ^{she} voluntarily executed the same.





Notary Public

2024-130

Doc ID: 69a53f0c32a93b9783890f9dbcbd1767a20b1869

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 4/16/2024OFFICE REQUESTING: Corporation CounselCONTACT PERSON: Steven RahnPHONE NUMBER: 789-2393EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: SettlementFISCAL IMPACT: \$20,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT OF \$20,000.00 FOR SETTLEMENT OF
CENTRAL DISTRICT OF ILLINOIS COURT CASE 20-L-160 MARY WILLIAMS v. CITY OF
SPRINGFIELD & MICHAEL VOGEL

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

Settlement Agreement & Release

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	074	107	BMGT	LIAB	2220	\$ 20,000.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Settlement of Central District of Illinois court case 20-L-160, Mary Williams v. City of Springfield & Michael Vogel in an amount not to exceed \$20,000.00. On August 26, 2019, Springfield Police Officer Michael Vogel was on duty and operating his squad car near the intersection of Shiloh and Park Avenue in Springfield, Illinois when the vehicle he was operating collided with a school bus in which Mary Williams was a passenger and bus monitor.

SIGN OFF: _____

(Mayor's Signature) GEM

(Director of CBM) _____

S:\Excel\Forms\Blank Fact Sheet (REVISED)____

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-130

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR TSLZ ENTERTAINMENT, LLC D/B/A STARDUST PIZZA & GAMING LOCATED AT 2025 S. MACARTHUR BOULEVARD, UNIT B

WHEREAS, TSLZ Entertainment, LLC has applied for a Class "E" liquor license for the business known as Stardust Pizza & Gaming located at 2025 S. MacArthur Boulevard, Unit B; 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 "E" liquor licenses by one for TSLZ Entertainment, LLC d/b/a Stardust Pizza & Gaming located at 2025 S. MacArthur Boulevard, Unit B.

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 4/11/24

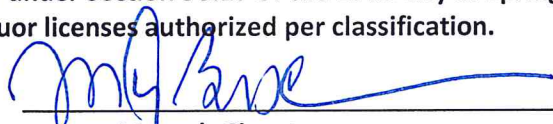
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
4/16/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	TSLZ Entertainment, LLC d/b/a Stardust Pizza & Gaming		
LOCATION:	2025 S. McArthur Blvd. Unit B		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ 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.
	D	In conjunction with restaurant	1:00 a.m.
I	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

4/12/24

Date

18035

**AN ORDINANCE APPROVING THE APPOINTMENT OF TRACY L.
DEAL TO THE SPRINGFIELD COMMUNITY RELATIONS
COMMISSION**

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

WHEREAS, pursuant to Section 93.03 of the 1988 City of Springfield Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to the Community Relations Commission for three year terms; and

WHEREAS, Micah T. Miller's term has expired; and

WHEREAS, Mayor Misty Buscher desires to appoint Tracy L. Deal to the Springfield Community Relations Commission for a three-year term.

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

Section 1: That the City Council hereby approves the appointment of Tracy L. Deal, who resides on Madison Street, to replace Micah T. Miller on the Springfield Community Relations Commission through April 1, 2027.

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

PASSED: _____, 2024

SIGNED: _____, 2024

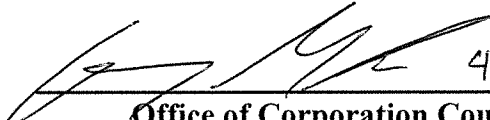
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/11/24

Office of Corporation Counsel

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 4/16/24OFFICE REQUESTING: MAYOR BUSCHERCONTACT PERSON MIKE DISCOPHONE NUMBER: 789-2200EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION

FISCAL IMPACT: _____

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

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT TRACY L. DEAL TO THE COMMUNITY RELATIONS COMMISSION.

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

CONTRACTOR / VENDOR NAI _____

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 _____

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

Code Provision _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

PURSUANT TO SECTION 93.03 OF THE 1988 CITY CODE OF ORDINANCES, AS AMENDED. THIS ORDINANCE IS TO APPOINT TRACY L. DEAL, WHOM RESIDES ON MADISON ST, SPRINGFIELD, TO THE COMMUNITY RELATIONS COMMISSION TO FULFILL THE EXPIRED TERM OF MICAH T. MILLER, THE EXPIRATION WILL BE 04/01/2027. (1st Appt.)

SIGN OFF: _____

Springfield

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE APPOINTING JOSHUA BANKS TO THE DEFERRED
COMPENSATION COMMITTEE**

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

WHEREAS, pursuant to Chapter 37, Section 37.50 of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Deferred Compensation Committee; and

WHEREAS, Mayor Misty Buscher desires to appoint Joshua Banks as a non-collective bargaining unit employee to the Deferred Compensation Committee.

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

Section 1: That the City Council hereby approves the appointment of Joshua Banks as a non-collective bargaining unit employee representative to the Deferred Compensation Committee.

Section 2: 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: _____
Frank Lesko, City Clerk

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/11/24
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: MAYOR BUSCHERCONTACT PERSON MIKE DISCOPHONE NUMBER: 789-2200EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: _____

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

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT JOSHUA BANKS TO THE DEFERRED COMPENSATION COMMITTEE.

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

CONTRACTOR / VENDOR NAI _____

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	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

PURSUANT TO CHAPTER. 37, ARTICLE VI, SEC. 37.50 OF THE 1988 CITY CODE OF ORDINANCES, THIS ORDINANCE IS TO APPOINT JOSHUA BANKS, TO THE DEFERRED COMPENSATION COMMITTEE. HE WILL BE FULFILLING THE IAFF BARGAINING UNIT EMPLOYEE POSITION PER CODE. EXPIRATION WILL BE AT WILL OF MAYOR. 1ST APPT.

SIGN OFF: _____

Springfield

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING PROPOSAL HR24-35 FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES WITH MEMORIAL CHOICE HEALTH PROVIDERS IN AN AMOUNT NOT TO EXCEED \$290,502.63 FOR A FOUR-YEAR CONTRACT FOR THE OFFICE OF HUMAN RESOURCES

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

WHEREAS, the City wishes to continue its Employee Assistance Program to provide assessment, counseling and referral services to its employees and their immediate family members who are experiencing personal and work-related challenges; and

WHEREAS, the City requested proposals pursuant to RFP #HR24-35 and pursuant to requirements of Section 38.38(a) of the Purchasing Code, the City Purchasing Agent has previously made a determination that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services; and

WHEREAS, Memorial Choice Health Providers submitted the lowest responsible bid under proposal RFP #HR24-35 to provide assessment, counseling and referral services to its employees and families for a four-year period from June 1, 2024, through May 31, 2028, for an amount not to exceed \$290,502.63; and

WHEREAS, a copy of RFP #HR24-35 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 acceptance of RFP #HR24-35 with Memorial Choice Health Providers to provide assessment, counseling and referral services to its employees and families for a four-year period from June 1, 2024, through May 31, 2028 for an amount not to exceed \$290,502.63. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Memorial Choice Health Providers an amount not to exceed \$290,502.63 from June 1, 2024, through May 31, 2028, from account number 001-106-HUMN-ADMN-1218.

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

1 4/11/24



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

MEMORANDUM

TO: Nikki Baker, Director
Office of Human Resources

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 8, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# HR24-35 Employee Assistance Program services with Memorial Choice Health Providers for a four-year contractual term for the Office of Human Resources.

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

EDUCATIONAL OPPORTUNITIES

On our website you will find on-demand videos and presentations on workplace issues such as:

- Relationships
- Physical health
- Stress management and resiliency
- Financial health

Memorial Choice EAP leadership, clinicians and/or other Memorial colleagues can provide in-person or live webinar-based learning up to two hours, four times a calendar year on the following topics:

- Preventing, Managing and Reducing Burnout
- Mood Disorders, Anxiety, and Healing
- Balancing Work and Personal Life
- Developing and Maintaining Professional Employee Behavior
- Maintaining Positive Co-Worker Relationships
- Managing Conflict at Work

MEMORIAL CHOICE EAP INTAKE CALL CENTER

A 24/7/365 dedicated telephone number to complete Memorial Choice EAP intakes and/or receive emotional support, assistance with behavioral health crisis resolution and counseling appointment scheduling that is staffed by experienced behavioral health service providers.

CRITICAL INCIDENT RESPONSE

Memorial Choice EAP counselor(s) and leadership provide private and confidential bereavement, crisis meetings or stress debriefing to individuals affected by a traumatic event. Tactics to serve employees after a critical incident are determined in collaboration with City of Springfield leadership and Human Resources.

Please provide a cost proposal with a not-to-exceed rate guarantee for subsequent years (up to a four-year period).

Year 1	April 1, 2024, to March 31, 2025 (12 months)	\$50 PEPY
Year 2	April 1, 2025, to March 31, 2026 (12 months)	\$52.25 PEPY
Year 3	April 1, 2026, to March 31, 2027 (12 months)	\$54.86 PEPY
Year 4	April 1, 2027, to March 31, 2028 (12 months)	\$57.60 PEPY

The total PEPY rate paid to Memorial Choice EAP shall not exceed the rates listed above by contract year.

Please identify if training sessions would be included in the cost per employee or whether there is an additional charge. If the training is included in the cost per employee, please list the number training sessions that would be provided annually. If the training is not included in the cost per employee charge, please identify the training costs. If additional training is needed, please identify specific costs related to training programs.

Four training sessions up to two hours each will be included within the PEPY rate each contract period. If additional training sessions are requested, rates will be as follows:

Training topics previously listed above within request for proposal: \$200 per training session with a two-hour maximum per training session.

Training topics not listed above: \$350 per training session with a two-hour maximum per training session.

2024 Employee Assistance Program (EAP) Committee Evaluations

Memorial Choice EAP

Kate Slattery, Office of Human Resources

Qualifications and Experience: 35/35

Services and Training: 25/30

Price (Cost Proposal): 25/35

Total: 85/100

Matt Huff, CWLP

Qualifications and Experience: 35/35

Services and Training: 25/30

Price (Cost Proposal): 20/35

Total: 80/100

Tyler Sexton, Fire Department

Qualifications and Experience: 29/35

Services and Training: 24/30

Price (Cost Proposal): 25/35

Total: 78/100

Michael Raynolds, Police Department

Qualifications and Experience: 35/35

Services and Training: 25/30

Price (Cost Proposal): 28/35

Total: 88/100

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

04/08/2024

OFFICE REQUESTING: Office of Human Resources

CONTACT PERSON:

Nikki Baker

PHONE NUMBER:

217-789-2446EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Request for ProposalFISCAL IMPACT: \$290,502.63

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

SUGGESTED TITLE:

An Ordinance accepting proposal HR24-35 for Employee Assistance Program (EAP) Services with Memorial Choice Health Providers in an amount not to exceed \$290,502.63 for a four-year contract for the Office of Human Resources.

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

RFP HR24-35

CONTRACTOR / VENDOR NAME: Memorial Choice Health Providers

VENDOR NO: _____

CONTRACT TERM: June 1, 2024 - May 31, 2028Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$290,502.63

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: E-RFP☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Agency	Org	Activity	Object	Amount
1	001	106	HUMN	ADMN	1218
2					\$290,502.63
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

Nikki Baker

4/8/24

CITY PURCHASING AGENT:

Date:

J. Michael Lesko

04/08/2024

COMMENTS

A Request for Proposal was sent out for Employee Assistance Program (EAP) services (HR24-35), Memorial Choice Health partners was selected out of the four (4) vendors submitting proposals as providing the best proposal for the City to provide assessment, counseling and referral services to its employees and their immediate family members who are experiencing personal and work-related challenges. One of the awarding factors was locking in a four (4) year agreement and the quality of services Memorial can provide to improve employees' well-being productivity and overall satisfaction with their job and life.

SIGN OFF:

[Signature]
(Mayor's Signature)[Signature]
(Director of OBM)

AN ORDINANCE AMENDING ORDINANCE 109-03-21, REMOVING THE REQUIREMENT OF 5% ESCROW TO THE CITY OF SPRINGFIELD FOR OWNER OCCUPIED RESIDENCES, 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, ordinance 109-03-21 authorized the creation of a program to use the 50% portion of the Cannabis Tax collected under Section 100.56 through 100.58 of the Springfield Code of Ordinances, as amended in the designated area and the appropriation of the 50% portion of the tax collected for economic development purposes; and

WHEREAS, this ordinance required an owner 5% match that will be placed in escrow and used in the payout; and

WHEREAS, several contractors mandate a down payment of 20-30% prior to commencing work; and

WHEREAS, the City's demand for an escrow account restricts access to cash that could be utilized for fulfilling the contractor's down payment requirement; and

WHEREAS, it is in best interest of the City to amend ordinance 109-03-21 to remove the requirement of a 5% escrow to the City of Springfield for owner occupied residences; and

WHEREAS, all other terms and conditions authorized by ordinance 109-03-21, not in conflict with this ordinance shall remain in full force and effect.

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

Section 1: That the City Council hereby amends ordinance 109-03-21 to remove the requirement of the 5% escrow to the City of Springfield for owner occupied residences.

Section 2: That all terms and conditions authorized pursuant to ordinance 109-03-21, not in conflict with this ordinance, shall remain in full force and effect.

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 4/11/24

EXHIBIT A

Cannabis Project Plan

Plan overview

Cannabis Tax money will be split between two programs – one for at least 51% minority owned businesses and one for owner occupied residences

Cannabis Tax money will be split between the two programs proportionally with 78% going to 51% minority owned businesses program and 22% going to owner occupied residence program. Any money not allocated or used in either program during the year will accumulate from year to year.

Applications for both programs will be accepted online during the months of February through July with selection during starting at the end of March through the end of August.

Applicants for both programs will be scored and ranked to determine where the funds are to be allocated and which applications will be awarded funds. After all funds have been allocated, the online application process for that program will close and no further applications for that program will be allowed until the next year.

Applicants must be located within the “Designated Area” (Carpenter Street on the North, Ash Street on the South, Dirksen Parkway on the east and 10th Street rail corridor on the west)

All applicable Federal and State laws will apply as well as City of Springfield ordinances.

51% minority owned business program

- ❖ Money will be used for new and the rehabilitation of businesses with at least 51% minority ownership
- ❖ Use of the money must be targeted with the goal of creating or sustaining jobs
- ❖ Maximum amount available is \$100,000 per business
- ❖ Amount awarded requires a 10% match by the owner in the project
- ❖ Money awarded for the project is to be used for specific items such as equipment, inventory, purchase, construction, or renovation of an eligible place of business. Passive real estate investment is not an allowable use.
- ❖ Prevailing wage will be paid on any portion of the project or which these funds are used.
- ❖ Business must continue to be at least 51% minority owned and located in the Designated Area for 10 years.
- ❖ A 10 year claw back agreement will be executed to be exercised if the conditions of the program are not met.
- ❖ Award can only be granted once.

Owner occupied residences

- ❖ Money will be used for the rehabilitation of owner occupied residences
- ❖ Maximum amount available is \$25,000 per owner occupied residence
- ❖ Amount awarded requires a 5% match by the owner for each project
- ❖ Money awarded for the project is to be used for the rehabilitation of an owner occupied residence.
- ❖ ~~Owner 5% match will be placed in escrow and used in the payout.~~
- ❖ Residence must continue to be owned by and used as the owner's residence for 5 years after the completion of the project.
- ❖ A 5 year recapture agreement will be executed and recorded against the property to be exercised if the conditions of the program are not met.
- ❖ Award can be granted every ten years to the same applicant.

**AN ORDINANCE AUTHORIZING THE CREATION OF A PROGRAM TO
USE THE 50% PORTION OF THE CANNABIS TAX COLLECTED
UNDER SECTION 100.56 THROUGH 100.58 OF THE SPRINGFIELD
CODE OF ORDINANCES, AS AMENDED IN THE DESIGNATED AREA
AND THE APPROPRIATION OF THE 50% PORTION OF THE TAX
COLLECTED FOR ECONOMIC DEVELOPMENT PURPOSES FOR THE
OFFICE OF ECONOMIC DEVELOPMENT**

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

WHEREAS, the City has adopted ordinance 400-09-19 which codified a municipal Cannabis Retailer's Occupation Tax (Article VI (a) §100.57 et seq. of the Springfield City Code of Ordinances as amended) (hereinafter referred to as the "Cannabis Tax"); and

WHEREAS, pursuant to the provisions of the Cannabis Tax, the City has established an area bounded by the following: Carpenter Street on the North, Ash Street on the South, Dirksen Parkway on the east and 10th Street rail corridor on the west (hereinafter referred to as the "Designated Area" for use of Cannabis Tax money designated for economic development purposes; and

WHEREAS, the Office of Economic Development is requesting the appropriation of the 50% portion of the Cannabis Tax collected for economic purposes under Section 100.56 through 100.58 of the Springfield Code of Ordinances, as amended; and

WHEREAS, it is necessary to set parameters for the use of the Cannabis Tax money that is designated to be used for economic development purposes in the Designated Area (hereinafter referred to as the "Cannabis Tax Projects Plan"); and

WHEREAS, the Cannabis Tax Projects Plan is described in Exhibit A attached; and

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

Section 1: That the City Council hereby approves and authorizes the Cannabis Tax Projects Plan using Cannabis Tax for the Designated Area as described in Exhibit A attached.

Section 2: That the City Council hereby authorizes the appropriation of the 50% portion of the Cannabis Tax collected for economic purposes under Section 100.56 through 100.58 of the Springfield Code of Ordinances, as amended for the Office of Economic Development.

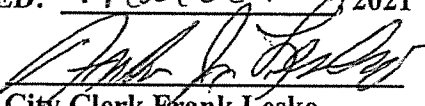
109-03-21

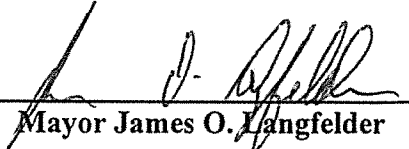
Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: March 16, 2021

SIGNED: March 18, 2021

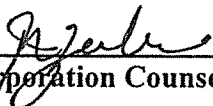
RECORDED: March 18, 2021

ATTEST: 
City Clerk Frank Lesko


Mayor James O. Langfelder

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder
Alderwoman Doris Turner
Alderman Shawn Gregory


Office of Corporation Counsel / Date

109-02-21

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: 3/2/21OFFICE REQUESTING: Mayor

CONTACT PERSON: _____

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: _____ FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE CREATION OF A PROGRAM TO USE THE 50% PORTION OF THE CANNABIS TAX COLLECTED UNDER SECTION 100.56 THROUGH 100.58 OF THE SPRINGFIELD CODE OF ORDINANCES, AS AMENDED IN THE DESIGNATED AREA AND THE APPROPRIATION OF THE 50% PORTION OF THE TAX COLLECTED FOR ECONOMIC DEVELOPMENT PURPOSES FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance sets parameters for the use of the Cannabis Tax money that is designated to be used for economic development purposes in the designated area referred to as the Cannabis Tax Project Plan.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

C:\Users\VPohlman\Desktop\blank fact sheet.xlsblank fact sheet.xls

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-135

109-03-21-
16536

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

04/05/24

OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENTCONTACT PERSON: Valera YazellPHONE NUMBER: 789-2377EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Redevelopment AgreementFISCAL IMPACT: 0

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING ORDINANCE NUMBER 109-03-21 REMOVING THE REQUIREMENT OF 5% ESCROW TO THE CITY FOR OWNER OCCUPIED RESIDENCES.

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

Original Ordinance with program outline (Exhibit A)

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

COMMENTS

Several contractors mandate a down payment of 20-30% prior to commencing work. However, the city's demand for an escrow account restricts access to cash that could be utilized for fulfilling the contractor's down payment requirement. The city would require a 5% match. This eliminates the 5% match requirement. - GEM 4/11/24

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE APPROVING THE RENEWAL OF A SITE LEASE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE PROPERTY LOCATED AT 2925 S. KOKE MILL ROAD, SPRINGFIELD, ILLINOIS, FOR THE SPRINGFIELD FIRE DEPARTMENT

WHEREAS, 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, Cellco Partnership d/b/a Verizon Wireless currently maintaining a cellular tower on City property at Fire Station 12 pursuant to a now expired Site Lease Agreement

WHEREAS, the City desires to renew the lease with Cellco Partnership d/b/a Verizon Wireless for the cell tower at Fire Station 12 located at 2925 S. Koke Mill Road, Springfield, Illinois that expired on October 31, 2022; and

WHEREAS, it is in the best interest of the City renew the site lease agreement with Cellco Partnership d/b/a Verizon Wireless; and

WHEREAS, a copy of the contract shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of the First Amendment to Site Lease Agreement with Cellco Partnership d/b/a Verizon Wireless the cell tower at Fire Station 12 located at 2925 S. Koke Mill Road, Springfield, Illinois as attached hereto.

Section 2: That the Mayor and City Clerk are hereby authorized and empowered to execute said lease 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

 4/11/24
Office of Corporation Counsel / Date

FIRST AMENDMENT TO SITE LEASE AGREEMENT (ILLINOIS MUNICIPAL LAND)

This First Amendment to Site Lease Agreement (Illinois Municipal Land) (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Springfield**, an Illinois Home Rule Municipal Corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement (Illinois Municipal Land) dated November 11, 2002 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 10, 2024; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 1, 2002 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on October 31, 2022. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Two Thousand and 00/100 Dollars (\$2,000.00)** per month (the "**Rent**"). Commencing on November 1, 2025 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Springfield IL**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Municipal Center West, Room 210, 300 S. Seventh Street, Springfield, IL 62701; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

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VZW Site No: 125171
Site Name: WHITE OAK IL

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** The Parties acknowledge and agree that Section 25 (f) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
12. **Taxes.** The Parties acknowledge and agree that Section 10 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. To the extent the Leased Premises and/or improvements thereon are separately assessed from the Parent Parcel, Tenant shall pay applicable real property, personal property, and other taxes, fees and assessments directly to the local taxing authority, provided however, that Landlord must furnish written documentation of such separately assessed taxes and a copy of the bill for such separately assessed taxes not less than (30) days prior to the tax payment due date. In the event the Leased Premises and/or improvements thereon are not separately assessed from the Parent Parcel, Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn:*

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

13. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Springfield,
an Illinois Home Rule Municipal Corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

2024-136

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Part of the Northwest Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 12; thence South 0 degrees 03 minutes 06 seconds West along the east line of the Northwest Quarter of said Section 12, a distance of 2035.68 feet to a stone marking the Northeast corner of the South 38.24 acres of the Northwest Quarter of said Section 12; thence North 89 degrees 27 minutes 27 seconds West along the north line of the South 38.24 acres of the Northwest Quarter of said Section 12, a distance of 60.00 feet to the point of beginning.

From said point of beginning; thence continuing North 89 degrees 27 minutes 27 seconds West along said north line, a distance of 300.00 feet; thence North 0 degrees 03 minutes 06 seconds East, 200.00 feet; thence South 89 degrees 27 minutes 27 seconds East, 300.00 feet to a point on a line 60.00 feet west of and running parallel with the east line of the Northwest Quarter of said Section 12; thence South 0 degrees 03 minutes 06 seconds West parallel with said east line, a distance of 200.00 feet to the point of beginning, containing 1.377 acres, more or less.

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 62' X 57' LEASE TRACT AND UTILITY EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 0°-03'-06" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,035.68 FEET TO A STONE MARKING THE NORTHEAST CORNER OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°-27'-27" WEST ALONG THE NORTH LINE OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KOKE MILL ROAD; THENCE CONTINUING NORTH 89°-27'-27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 238.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 89°-27'-27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 62.00 FEET; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 89°-27'-27" EAST, A DISTANCE OF 22.65 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 47.14 FEET; THENCE SOUTH 00°-03'-06" WEST, A DISTANCE OF 34.61 FEET TO THE POINT OF BEGINNING, CONTAINING 2,928 SQUARE FEET, MORE OR LESS, SITUATED IN SANGAMON COUNTY AND STATE OF ILLINOIS. TOGETHER WITH AN INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE NORTHWEST QUARTER OF SAID SECTION 12, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-27'-27" EAST ALONG THE NORTH LINE OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 12.50 FEET TO POINT 'A' AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 42.61 FEET TO POINT 'B' AND THE TERMINUS OF SAID CENTERLINE.

ALSO COMMENCING AT THE ABOVE DESCRIBED POINT 'B' AS THE POINT OF BEGINNING OF THE CENTERLINE OF A 16 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE SOUTH 89°-27'-27" EAST, A DISTANCE OF 12.50 FEET TO THE TERMINUS OF SAID CENTERLINE.

ALSO COMMENCING AT THE ABOVE DESCRIBED POINT 'B' AS THE POINT OF BEGINNING OF THE CENTERLINE OF A 16 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE NORTH 89°-27'-27" WEST, A DISTANCE OF 10.27 FEET; THENCE IN A NORTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET FOR AN ARC DISTANCE OF 58.74 FEET; THENCE NORTH 09°-19'-52" WEST, A DISTANCE OF 38.58 FEET; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 86.55 FEET TO A POINT ON THE NORTH PROPERTY LINE OF A 1.377 ACRE TRACT RECORDED AS DOCUMENT NUMBER 93-50146 IN THE OFFICE OF THE RECORDER OF DEEDS, SANGAMON COUNTY, ILLINOIS, AND THE TERMINUS OF SAID CENTERLINE.

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jasmin Ramos-Madonia, Esq.
ATC Site No: 411752
ATC Site Name: WHITE OAK IL
Assessor's Parcel No(s): 21-12.4-100-044

Prior Recorded Lease Reference:

Book _____, Page _____
State of Illinois
County of Sangamon

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Springfield**, an Illinois Home Rule Municipal Corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement (Illinois Municipal Land) dated November 11, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2042. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

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4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Municipal Center West, Room 210, 300 S. Seventh Street, Springfield, IL 62701; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Springfield,
an Illinois Home rule Municipal Corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

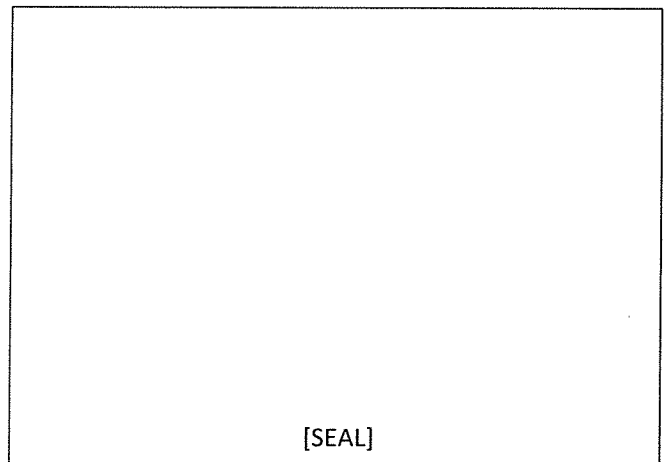
On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

2024-136

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

LANDLORD

2 WITNESSES

City of Springfield,
an Illinois Home rule Municipal Corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

2024-136

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Part of the Northwest Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 12; thence South 0 degrees 03 minutes 06 seconds West along the east line of the Northwest Quarter of said Section 12, a distance of 2035.68 feet to a stone marking the Northeast corner of the South 38.24 acres of the Northwest Quarter of said Section 12; thence North 89 degrees 27 minutes 27 seconds West along the north line of the South 38.24 acres of the Northwest Quarter of said Section 12, a distance of 60.00 feet to the point of beginning.

From said point of beginning; thence continuing North 89 degrees 27 minutes 27 seconds West along said north line, a distance of 300.00 feet; thence North 0 degrees 03 minutes 06 seconds East, 200.00 feet; thence South 89 degrees 27 minutes 27 seconds East, 300.00 feet to a point on a line 60.00 feet west of and running parallel with the east line of the Northwest Quarter of said Section 12; thence South 0 degrees 03 minutes 06 seconds West parallel with said east line, a distance of 200.00 feet to the point of beginning, containing 1.377 acres, more or less.

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A 62' X 57' LEASE TRACT AND UTILITY EASEMENT BEING A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE SOUTH 0°-03'-06" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,035.68 FEET TO A STONE MARKING THE NORTHEAST CORNER OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°-27'-27" WEST ALONG THE NORTH LINE OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KOKE MILL ROAD; THENCE CONTINUING NORTH 89°-27'-27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 238.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 89°-27'-27" WEST ALONG SAID NORTH LINE, A DISTANCE OF 62.00 FEET; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 89°-27'-27" EAST, A DISTANCE OF 22.65 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 47.14 FEET; THENCE SOUTH 00°-03'-06" WEST, A DISTANCE OF 34.61 FEET TO THE POINT OF BEGINNING, CONTAINING 2,928 SQUARE FEET, MORE OR LESS, SITUATED IN SANGAMON COUNTY AND STATE OF ILLINOIS, TOGETHER WITH AN INGRESS, EGRESS AND UTILITY EASEMENT OVER, ACROSS AND THROUGH A PART OF THE NORTHWEST QUARTER OF SAID SECTION 12, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE SOUTH 89°-27'-27" EAST ALONG THE NORTH LINE OF THE SOUTH 38.24 ACRES OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 12.50 FEET TO POINT 'A' AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 42.61 FEET TO POINT 'B' AND THE TERMINUS OF SAID CENTERLINE,

ALSO COMMENCING AT THE ABOVE DESCRIBED POINT 'B' AS THE POINT OF BEGINNING OF THE CENTERLINE OF A 16 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE SOUTH 89°-27'-27" EAST, A DISTANCE OF 12.50 FEET TO THE TERMINUS OF SAID CENTERLINE,

ALSO COMMENCING AT THE ABOVE DESCRIBED POINT 'B' AS THE POINT OF BEGINNING OF THE CENTERLINE OF A 16 FOOT WIDE EASEMENT TO BE DESCRIBED; THENCE NORTH 89°-27'-27" WEST, A DISTANCE OF 10.27 FEET; THENCE IN A NORTHWESTERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00 FEET FOR AN ARC DISTANCE OF 58.74 FEET; THENCE NORTH 09°-19'-52" WEST, A DISTANCE OF 36.58 FEET; THENCE NORTH 00°-03'-06" EAST, A DISTANCE OF 66.55 FEET TO A POINT ON THE NORTH PROPERTY LINE OF A 1.377 ACRE TRACT RECORDED AS DOCUMENT NUMBER 93-50146 IN THE OFFICE OF THE RECORDER OF DEEDS, SANGAMON COUNTY, ILLINOIS, AND THE TERMINUS OF SAID CENTERLINE.

ATC Site No: 411752
VZW Site No: 125171
Site Name: WHITE OAK IL

EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.



Declaration ID: 20240308456564
Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued



PTAX-203

Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1 2925 S KOKE MILL RD

Street address of property (or 911 address, if available)

SPRINGFIELD

62711-0000

City or village

ZIP

Capital

Township

2 Enter the total number of parcels to be transferred. 1

3 Enter the primary parcel identifying number and lot size or acreage

21-12-4100-044

2928

Sq. Feet

No

Primary PIN

Lot size or
acreage

Unit

Split
Parcel

4 Date of instrument: 3/18/2024
Date

5 Type of instrument (Mark with an "X."): _____ Warranty deed
_____ Quit claim deed _____ Executor deed _____ Trustee deed
☒ Beneficial interest _____ Other (specify):

6 ☐ Yes ☒ No Will the property be the buyer's principal residence?

7 ☐ Yes ☒ No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended

- a ☐ Land/lot only
b ☐ Residence (single-family, condominium, townhome, or duplex)
c ☐ Mobile home residence
d ☐ Apartment building (6 units or less) No. of units: _____
e ☐ Apartment building (over 6 units) No. of units: _____
f ☐ Office
g ☐ Retail establishment
h ☐ Commercial building (specify):
i ☐ Industrial building
j ☐ Farm
k ☒ ☒ Other (specify): CELL TOWER

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change: _____

_____ Demolition/damage _____ Additions _____ Major remodeling
_____ New construction _____ Other (specify):

10 Identify only the items that apply to this sale.

- a ☐ Fulfillment of installment contract
year contract initiated : _____
b ☐ Sale between related individuals or corporate affiliates
c ☐ Transfer of less than 100 percent interest
d ☐ Court-ordered sale
e ☐ Sale in lieu of foreclosure
f ☐ Condemnation
g ☐ Short sale
h ☐ Bank REO (real estate owned)
i ☐ Auction sale
j ☐ Seller/buyer is a relocation company
k ☐ Seller/buyer is a financial institution or government agency
l ☐ Buyer is a real estate investment trust
m ☐ Buyer is a pension fund
n ☐ Buyer is an adjacent property owner
o ☐ Buyer is exercising an option to purchase
p ☐ Trade of property (simultaneous)
q ☐ Sale-leaseback
r ☐ Other (specify):
s ☐ Homestead exemptions on most recent tax bill:
1 General/Alternative 0.00
2 Senior Citizens 0.00
3 Senior Citizens Assessment Freeze 0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration 11 0.00
12a Amount of personal property included in the purchase 12a 0.00

2024-136



Declaration ID: 20240308456564
Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued

12b	Was the value of a mobile home included on Line 12a?	12b	Yes	No	
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13		0.00	
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14		0.00	
15	Outstanding mortgage amount to which the transferred real property remains subject	15		0.00	
16	If this transfer is exempt, identify the provision.	16	b	k	m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17		0.00	
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18		0.00	
19	Illinois tax stamps — multiply Line 18 by 0.50.	19		0.00	
20	County tax stamps — multiply Line 18 by 0.25.	20		0.00	
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21		0.00	

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

SEE ATTACHED

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

CITY OF SPRINGFIELD

Seller's or trustee's name _____ Seller's trust number (if applicable - not an SSN or FEIN) _____

MUNICIPAL CENTER WEST, ROOM 210, 300 S. SEVENTH STREET _____ SPRINGFIELD IL 62701-0000
Street address (after sale) _____ City _____ State _____ ZIP _____

781-926-4500 _____
Seller's daytime phone _____ Phone extension _____ USA _____
Country _____

☐ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Buyer's or trustee's name _____ Buyer's trust number (if applicable - not an SSN or FEIN) _____

10 PRESIDENTIAL WAY _____ WOBURN MA 01801-1053
Street address (after sale) _____ City _____ State _____ ZIP _____

781-926-4500 _____
Buyer's daytime phone _____ Phone extension _____ USA _____
Country _____

☐ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Mail tax bill to:

CELLCO PARTNERSHIP D/B/A 10 PRESIDENTIAL WAY WOBURN MA 01801-1053
VERIZON WIRELESS _____ Street address _____ City _____ State _____ ZIP _____

Preparer Information

JESS BARSTOW - TOWER TITLE LLC

Preparer and company name _____ Preparer's file number (if applicable) _____ Escrow number (if applicable) _____

2024-136



Declaration ID: 20240308456564
Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued

18 IMPERIAL PL	PROVIDENCE	RI	02903-4641
Street address	City	State	ZIP
cforte@towertitle.com	401-572-3312		USA
Preparer's email address (if available)	Preparer's daytime phone	Phone extension	Country

☒ Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.") _____ Extended legal description _____ Form PTAX-203-A
_____ Itemized list of personal property _____ Form PTAX-203-B

To be completed by the Chief County Assessment Officer					
1 County Township Class Cook-Minor Code 1 Code 2			3 Year prior to sale _____		
2 Board of Review's final assessed value for the assessment year prior to the year of sale.			4 Does the sale involve a mobile home assessed as real estate? _____ Yes _____ No		
Land _____			5 Comments		
Buildings _____					
Total _____					
Illinois Department of Revenue Use			Tab number		



PTAX-203-B

Illinois Real Estate Transfer Declaration
Supplemental Form B

(Beneficial interest transfers - do not use for deeds or trust documents)

Step 1: Identify the property

- 1 Enter the property's street address, city or village, and township from Line 1 on Form PTAX-203.

2925 S KOKE MILL RD

SPRINGFIELD

Capital

Street address of property (or 911 address, if available)

City or village

Township

- 2 Enter the parcel identifying number from Line 3a on Form PTAX-203.

Parcel Identifier: 21-12-4100-044

- 3 Mark the interest transferred.
- ☒
- Ground lease (go to Step 2)
- ☐
- Controlling interest in real estate entity (go to Step 3)
-
- ☐
- Co-op unit (go to Step 4)
- ☐
- Other (specify): (go to Step 4)

Step 2: Ground lease information

- 4 Does the ground lease provide for a term of 30 or more years including any expired portion and all options to renew or extend?

☒ Yes☐ No

- 5 Does the lessee have an interest in any improvements on the parcel?

☐ Yes☒ No

- 6 Enter the beginning and ending dates of the initial lease term.

Lease term: 11/11/2002 to 10/31/2042

- 7 Briefly describe any extension or renewal options.

N/A

Step 3: Real estate entity information (Attach additional sheet if needed.)

- 8 Mark type of transfer
- ☐
- Single transfer
- ☐
- Series of related transfers (Skip Lines 9a and 9b if single transfer.)

- 9a Enter the date and the percent of interest transferred. Mark if the state transfer tax has been paid for any prior transfer.

Date transferred	% 0	Prior Payment	☐ Yes	☐ No
Date transferred	% 0	Prior Payment	☐ Yes	☐ No
Date transferred	% 0	Prior Payment	☐ Yes	☐ No
Date transferred	% 0	Prior Payment	☐ Yes	☐ No

Aggregate percent transferred % 0

- 9b Enter the amount of transfer taxes paid for all prior transfers of any interests included on Line 9a.

0.00

- 10a Is the real estate entity liable for corporate franchise taxes as a result of this transfer?

☐ Yes ☐ No

- 10b Enter the amount of corporate franchise tax paid (excluding fees, interest, and penalties).

0.00

- 10c Identify corporate franchise tax return information.

Corporate Name

File No.

BCA Form No.

Date paid

Step 4: Calculate the amount of transfer tax due. (Round Lines 11a through 15 to the next highest whole dollar.)

- 11a Full actual consideration

25,000.00

- 11b Does Line 11a include a contingent payment for any interest on which state transfer taxes have been paid?

☐ Yes ☒ No

- 12a Amount of personal property included in the purchase.

0.00

- 12b Was the value of a mobile home included on Lines 11a and 12a?

☐ Yes ☒ No

- 13 Subtract Line 12a from Line 11a

25,000.00

- 14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11a.

0.00

- 15 Outstanding mortgage amount to which the transferred real property remains subject

0.00

- 16 If this transfer is exempt, identify the provision.

☒ b ☐ k ☐ m

- 17 Subtract Lines 14 and 15 from Line 13

0.00

- 18 Illinois tax — \$.50 per \$500 of value or fraction thereof on Line 17.

0.00

2024-136



Declaration ID: 20240308456564

Status Declaration Submitted

Document No.: Not Recorded

State/County Stamp: Not Issued

19	County tax.	0.00
20	Amount of transfer taxes paid (amount from Line 9b).	0.00
21	Amount of corporate franchise tax paid (amount from Line 10b)	0.00
22	Add Lines 18 and 19, then subtract Lines 20 and 21. Total amount of transfer tax due.	0.00

Cell Tower service Station 12

Year	8 Month	4 Month	Total yearly	3% increase 8 month	3% increase 4 month
FY25			24000		
FY26	16,000	8240	24240	480	247.2
FY27	16480	8487.2	24967.2	494.4	254.62
FY28	16974.4	8741.8	25716.2	509.23	262.25
FY29	17483.6	9004.04	26487.68	524.51	270.12
FY30	18008.1	9274.16	27282.26	540.24	278.22
FY31	18548.35	9552.38	28100.72	556.45	286.57

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

4/16/2024

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Gregory Moredock

PHONE NUMBER: _____

789-2393

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

TYPE OF ORDINANCE: Agreement

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING A SITE LEASE AGREEMENT WITH CELLCO
PARTNERSHIP D/B/A VERIZON WIRELESS FOR A SITE LEASE OF THE PROPERTY
LOCATED AT 2925 S. KOKE MILL ROAD, SPRINGFIELD, ILLINOIS

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

First Amendment to Site Lease Agreement

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: _____

Previous Ord #'s _____

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

Code Provision: _____

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	GENC	VAR1	8050	
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

Tenant shall pay to Landlord a one-time payment in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to Two Thousand and 00/100 Dollars (\$2,000.00) per month (the "Rent"). Commencing on November 1, 2025 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to three percent (3%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to City of Springfield IL.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$32,160.00 TO
DEREK SIMON, A FORMER SPRINGFIELD POLICE OFFICER FOR
SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER
23-WC-003074**

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, Derek Simon, a former City of Springfield Police Officer, hired January 3, 2022, reported work-related injury on January 12, 2022; and

WHEREAS, Derek Simon filed a workers' compensation claim for his injury, case number 23-WC-003074; and

WHEREAS, Derek Simon is willing to settle his workers' compensation claim in the amount of \$32,160.00 representing a permanent partial disability equivalent to 10% man as a whole; and

WHEREAS, Livingstone, Mueller, Bima and Davlin, P.C., the City's legal advisors, have recommended that settlement of Derek Simon's workers' compensation claim for case 23-WC-003074 in the amount of \$32,160.00 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$32,160.00 to Derek Simon, a former Police Officer with the Springfield Police Department, for his workers' compensation claim for case number 23-WC-003074, representing a permanent partial disability equivalent to 10% man as a whole.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of \$32,160.00 from Account Number 074-107-BMGT-WCMP-2205 to Derek Simon and his attorney Alex Rabin.

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

PASSED: _____, 2024

SIGNED: _____, 2024

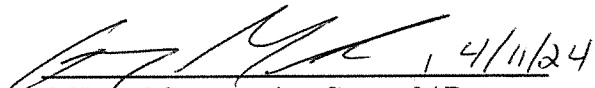
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION: Derek Simon v. City of Springfield Police Department

WORKERS' COMPENSATION CASE#: 23WC003074

WORKERS' COMPENSATION CLAIM #: 220113W005

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

**LAW FIRM HANDLING CASE
& CONTACT PERSON** Livingstone, Mueller, Bima & Davlin, P.C.
Kenneth S. Bima

NAME OF EMPLOYEE: Derek Simon

DEPARTMENT: Police Department

JOB TITLE: Patrol Officer

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 1/12/2022

DESCRIPTION OF ACCIDENT: While at the Police Academy, sustained a complete rupture of the right pectoralis major tendon in addition to tears of the sternal and clavicular head when bench pressing

ATTORNEY: Alex Rabin

% OF LOSS OF USE: 10% loss of use of the person as a whole, or \$32,160.00 (50 weeks x \$643.20)

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ **INTEREST PAID:** \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ **TTD:** \$ **OTHER**

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM** _____

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

April 16, 2024

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 217.789.2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$32,160.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO DEREK SIMON, A CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE# 23WC003074 IN THE AMOUNT OF \$32,160.00.

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

CONTRACTOR / VENDOR NAME: Derek Simon and attorney Alex Rabin

VENDOR NO:

CONTRACT TERM:

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$32,160.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Derek Simon, hired on January 3, 2022, as a City of Springfield Police Officer, who reported a work injury on January 12, 2022. Mr. Simon filed a workers' compensation claim (Case# 23WC003074) and is willing to settle in the amount of \$32,160.00. Livingstone, Mueller, Bima and Davlin, P.C., the city's legal advisors, also recommend payment in the amount of \$32,160.00 to settle (Case# 23WC003074).

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\Derek Simon (SFD) Wcomp Settlement The information supplied on this form is not confidential information.

Revised 5/10/04

2024-137

18039

AN ORDINANCE AUTHORIZING PAYMENT TO AXON ENTERPRISE INC., IN AN AMOUNT OF \$136,622.20 IN ORDER TO OBTAIN THE AXON EVIDENCE UNLIMITED THIRD PARTY STORAGE, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires the budgeted purchase of unlimited third party storage; and

WHEREAS, Axon Enterprise, Inc. is a sole source provider and is willing to provide unlimited third party storage for an amount \$136,622.20 over a two year period; 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 38.40 pertaining to Sole Source Procurement; and

WHEREAS, a copy of the contract with Axon Enterprise, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a contract with Axon Enterprise, Inc. for the budgeted purchase of unlimited third party storage, in the amount of \$136,622.20 over a two year period, for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Axon Enterprise, Inc. (0TAS2600), in the total amount of \$136,622.20, from expenditure line 001-112-POLC-POPR-1605 as follows:

March 2024	\$10,699.33
May 2024	\$61,726.90
May 2025	\$64,195.97

Total	\$136,622.20
--------------	---------------------

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

 4/11/24

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill

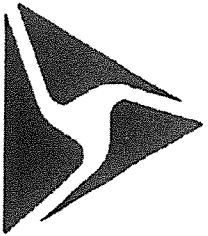
FROM: Anthony Quinones – Central Purchasing 

DATE: March 28, 2024

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Axon Enterprise, Inc., for purchase of Axon Evidence Unlimited Third Party Storage for a two-year term in an amount not to exceed \$136,622.20 for the Springfield Police Department.

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-466063-45316.211JB
Issued: 01/24/2024
Quote Expiration: 03/29/2024
Estimated Contract Start Date: 04/01/2024
Account Number: 109079
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
800 E Monroe St 800 E Monroe St Springfield, IL 62701-1900 USA	Springfield Police Department - IL 300 S 7th St Springfield IL 62701-1613 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Patrick Schweitzer Phone: 217-788-8341 Email: patrick.schweitzer@springfield.il.us Fax:

Quote Summary

Program Length	26 Months
TOTAL COST	\$136,622.20
ESTIMATED TOTAL W/ TAX	\$136,622.20

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$10,699.33	\$0.00	\$10,699.33
May 2024	\$61,726.90	\$0.00	\$61,726.90
May 2025	\$64,195.97	\$0.00	\$64,195.97
Total	\$136,622.20	\$0.00	\$136,622.20

Quote Unbundled Price: \$136,622.20
Quote List Price: \$136,622.20
Quote Subtotal: \$136,622.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
100165	A la Carte Software								
	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	170	26		\$30.91	\$30.91	\$136,622.20	\$0.00	\$136,622.20
Total							\$136,622.20	\$0.00	\$136,622.20

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100166	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	170	04/01/2024	05/31/2026

Payment Details

Mar 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	170	\$10,699.33	\$10,699.33
Total				\$10,699.33	\$10,699.33
May 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	170	\$61,726.90	\$61,726.90
Total				\$61,726.90	\$61,726.90
May 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	170	\$64,195.97	\$64,195.97
Total				\$64,195.97	\$64,195.97

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

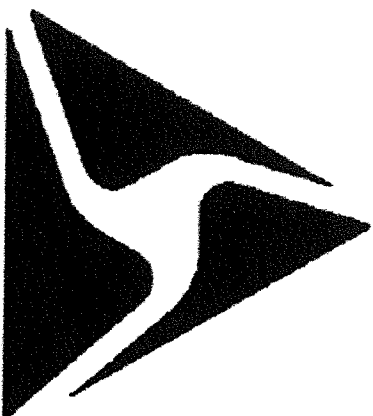
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

1/24/2024

Date Signed



ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police DepartmentCONTACT PERSON: Kalvin GaskillPHONE NUMBER: 217-788-8345 x4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: PurchasesFISCAL IMPACT: \$136,622.20

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO AXON ENTERPRISE INC. IN THE AMOUNT OF \$136,622.20 IN ORDER TO OBTAIN THE AXON EVIDENCE UNLIMITED THIRD PARTY STORAGE. CONTRACT TERM SPANS 4/1/2024-5/31/2026 WITH 3 SET PAYMENT DATES.

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

Quote

CONTRACTOR / VENDOR NAME: AXON ENTERPRISE INC.VENDOR NO: 0TAS2600CONTRACT TERM: 4/1/2024-5/31/2026

Change in Scope

Yes ☐ No ☐CONTRACT AMOUNT: \$ 136,622.20
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1605	\$136,622
2						
3						
4						

FUNDS CHECK BY:	Date:
<i>Matt Johnson</i>	3/28/24
DIRECTOR / SUPERVISOR SIGNATURE	Date:
<i>Jim St. Louis</i>	3/27/24
CITY PURCHASING AGENT:	Date:
<i>[Signature]</i>	3/28/2024

COMMENTS

AXON EVIDENCE UNLIMITED THIRD PARTY STORAGE. 4/1/2024-5/31/2026

Payment Summary: March 2024 - \$10,699.33 / May 2024 - \$61,726.90 / May 2025 - \$64,195.97

SIGN OFF:

[Signature]
(Mayor's Signature) *GEH*

[Signature] 4.1.24
(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES IN
THE AMOUNT OF \$71,996.41 FOR THE ANNUAL MAINTENANCE FEE FOR E-
CRASH / E-CITATION REPORTING SYSTEMS, 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 is requesting payment, in the amount of \$71,996.41, to Tyler Technologies for the FY2025 maintenance fees for the E-Crash / E-Citation Reporting Systems.

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

Section 1: That the City Council hereby authorizes payment, in the amount of \$71,996.41, to Tyler Technologies for the FY2024 maintenance fees for the E-Crash / E-Citation Reporting Systems.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$71,996.41 to Tyler Technologies (VC*5187) from account number 001-112-POLC-POPR-1606.

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

PASSED: _____, 2024

SIGNED: _____, 2024

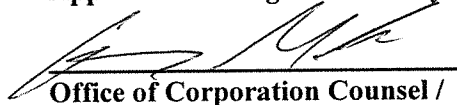
RECORDED: _____, 2024

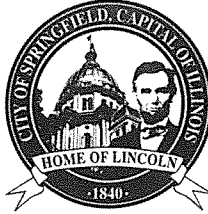
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/11/24
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Central Purchasing *AK*

DATE: March 27, 2024

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Tyler Technologies for purchase of annual maintenance fees for the E-Crash/E-Citation Reporting Systems in an amount not to exceed \$71,996.41 for the Springfield Police Department.

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



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-143546	02/01/2024	1 of 1

*FY25
Popr-1606

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com



Bill To: SPRINGFIELD POLICE DEPARTMENT
ATTN: COMMANDER SCARLETTE
800 EAST MONROE STREET
SPRINGFIELD, IL 62701-1900

Ship To: SPRINGFIELD POLICE DEPARTMENT
ATTN: COMMANDER SCARLETTE
800 EAST MONROE STREET
SPRINGFIELD, IL 62701-1900

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50226 - MAIN - MAIN	29342		USD	NET60	04/01/2024

Date	Description	Units	Rate	Extended Price
Contract No.: Springfield, IL				
	Brazos Hosting Fee	1	1,071.00	1,071.00
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Brazos Interface Annual Maintenance-Device Level Interface: New World Mobile	1	0.00	0.00
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Brazos Records Management System Interface - Annual Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	State Compliant Crash Report Software with Drawing Tool (150)	1	36,843.73	36,843.73
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Brazos Interface Annual Maintenance - eCommerce - Carfax Crash Sales	1	1,637.09	1,637.09
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Brazos Interface Annual Maintenance - IDOT - State of Illinois	1	1,637.09	1,637.09
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Site License Maintenance	1	23,105.93	23,105.93
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			
	Server Hosting	1	7,701.57	7,701.57
	Maintenance: Start: 01/Mar/2024, End: 28/Feb/2025			

UC*5187

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 71,996.41

Sales Tax \$0.00

Invoice Total 71,996.41

2024-139

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Springfield Police Department CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: PAYMENT FISCAL IMPACT: \$ 71,996.41

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES IN THE AMOUNT OF \$71,996.41 FOR THE ANNUAL MAINTENANCE FEES FOR THE E-CRASH/E-CITATION REPORTING SYSTEMS FOR THE SPRINGFIELD POLICE DEPARTMENT.

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

INVOICE 130-143546

CONTRACTOR / VENDOR NAME: Tyler Technologies VENDOR NO: VC*5187

CONTRACT TERM: 3/1/2024-2/28/2025 Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$ 71,996.41

(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: SOLE SOURCE

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR 1605	\$71,996
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

AN ORDINANCE AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES IN THE AMOUNT OF \$71,996.41 FOR THE ANNUAL MAINTENANCE FEES FOR THE E-CRASH/E-CITATION REPORTING SYSTEMS.

SIGN OFF:


(Mayor's Signature) GEM


(Director of CBM) 3/28/24

AN ORDINANCE AUTHORIZING PAYMENT TO HALL'S HARLEY-DAVIDSON IN AN AMOUNT NOT TO EXCEED \$70,647.90 FOR THE PURCHASE OF TWO HARLEY-DAVIDSON FLHTP MOTORCYCLES OUTFITTED WITH THE POLICE PACKAGE TO BE UTILIZED IN THE SPRINGFIELD POLICE DEPARTMENT MOTOR UNIT, 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 is in need of two motorcycles to be utilized in the Springfield Police Department motor unit; and

WHEREAS, Hall's Harley-Davidson has two Harley-Davidson FLHTP motorcycles outfitted with the police package and is willing to sell them to the Springfield Police Department for an amount not to exceed \$70,647.90; and

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

WHEREAS, it is necessary to authorize payment, in the amount of \$70,647.90, to the Hall's Harley-Davidson for the purchase of two Harley-Davidson FLHTP motorcycles to be utilized in the Springfield Police Department motor unit.

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

Section 1: That the City Council hereby authorizes payment of \$70,647.90 to the Hall's Harley-Davidson to be utilized in the Springfield Police Department motor unit. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Hall's Harley-Davidson (0HAL5250) in an amount not to exceed \$70,647.90 from the following account number:

001-112-POLC-DUIF-1502	\$48,582.00
001-112-POLC-DUIF-1507	\$22,065.90
Total:	\$70,647.90

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

PASSED: _____, 2024

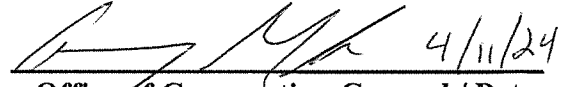
SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

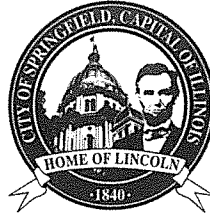
Mayor Misty Buscher

Approved as to legal sufficiency:

 4/11/24

Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones 

DATE: March 28, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact with Hall's Harley-Davidson to purchase two (2) new, 2024 H-D FLHTP motorcycles outfitted with the police package in an amount not to exceed \$70,647.90 for the Springfield Police Department.

Hall's Harley-Davidson agreed to match pricing sourced from the state joint purchasing contract #22-416CMS-BOSS4-P-30796.

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

ORDINANCE FACT SHEET

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

OFFICE REQUESTING: Springfield Police Department CONTACT PERSON: Kalvin Gaskill
PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: Purchases FISCAL IMPACT: \$ 70,647.90
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO HALL'S HARLEY-DAVIDSON IN THE AMOUNT NOT TO EXCEED \$70,647.90 FOR THE PURCHASE OF TWO(2) HARLEY-DAVIDSON FLHTP MOTORCYLES OUTFITTED WITH THE POLICE PACKAGE TO BE UTILIZED IN THE SPD MOTOR UNIT.

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

CONTRACTOR / VENDOR NAME: Hall's Harley-Davidson VENDOR NO: 0HAL5250

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$ 70,647.90
(Original amount if change order)

Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid ☒ Other: State Bid Match
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	DUIF	1502 \$48,582
2	001	112	POLC	DUIF	1507 \$22,065.90
3					
4					

FUNDS CHECK BY: Matt Johnson Date: 3/28/24
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 3/27/24
CITY PURCHASING AGENT: [Signature] Date: 3/28/2024

COMMENTS

TWO(2) HARLEY-DAVIDSON FLHTP MOTORCYLES OUTFITTED WITH THE POLICE PACKAGE TO BE UTILIZED IN THE SPD MOTOR UNIT.

SIGN OFF:

[Signature]
(Mayor's Signature) GEM

[Signature] 4/8/24
(Director of DBM)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF FIFTY GETAC S410G5
MOBILE COMPUTERS INCLUDING A THREE YEAR WARRANTY IN AN
AMOUNT OF \$212,651.00 FROM PCN STRATEGIES, INC FOR THE
SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, the Springfield Police Department desires to purchase fifty new GETAC S410 G5 mobile computers, and

WHEREAS, the said purchase from PCN Strategies, Inc. will include Fifty Getac S410G5 laptop computers, vehicle adapters, docks, a three year warranty and licenses; and

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

WHEREAS, a copy of the contract with PCN Strategies, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes the purchase of Fifty Getac S410G5 laptop computers, vehicle adapters, docks, a 3 year warranty and licenses from PCN Strategies, Inc. in the amount of \$212,651.00. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay PCN Strategies, Inc. (VC*3154) an amount not to exceed \$212,651.00 from Account Number 001-112-POLC-POPR-1605.

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

 _____, 4/11/24
Office of Corporation Counsel / Date



PCN Strategies, Inc.
1420 K Street NW Suite 600
Washington, District of Columbia 20005
United States

Quotation (Open)
Quote # : 1018793 1 rev of 1
Modified Date: Feb 06, 2024 09:43 AM CST
Description: (50) Getac S410 G4

Account Manager: Erin Vance 202-494-4525
Email: erin.v@pcnstrategies.com

Customer Contact
Gardner, Michael
michael.gardner@springfield.il.us
(P) (217)788-8345 x4158

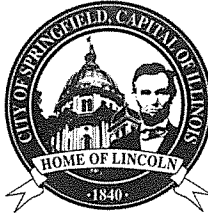
Customer City of Springfield (CO0327) Gardner, Michael 800 E Monroe St Springfield, IL 62701 United States (P) 217-789-2200	Bill To City of Springfield-Office of Budget & Management Payable, Accounts 300 South 7th Street Room 210 Municipal Center West Springfield, IL 62701 United States (P) 2177892200	Ship To Springfield Police Department Gardner, Mike Office of the Chief of Police 800 E Monroe St, 3rd Floor Springfield, IL 62701 United States (P) 217-789-2200
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Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	Getac S410 G5	ST4Q6AQASJLX	\$3,594.00	50	\$2,938.77	\$146,938.50
Note: GETAC:S410G5 - i7-1360P, Hello Cam+HF RFID, Win11+16GB, 256GB SSD, SR FHD LCD +TS+Stylus), Backlit KBD, WIFI+BT+4G GPS+PT, 3rd Battery, TB4, 3-YR Ltd Warranty						
2	GETAC : (Bumper to Bumper)- Semi-Rug Laptop (Year 1,2 & 3)	GE-SVSRNFW3Y	\$359.00	50	\$313.59	\$15,679.50
3	GETAC : S410 Havis Vehicle Dock w/ RF (black) Vehicle adapter sold separate	OHHGTC6193	\$1,373.00	50	\$783.00	\$39,150.00
4	Vehicle Adapter	GAD2X8	\$139.99	50	\$121.57	\$6,078.50
Note: GETAC: Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty						
5	GETAC: Getac VGPS Utility, For Win 10/11 Pro, Hardware-Locked Perpetual License, with 3 Years Maintenance (Per Device)	565391810001	\$34.99	150	\$32.03	\$4,804.50
Note: 50 licenses x 3 years =150 licenses						

*These items are custom built and are not returnable once ordered.

Subtotal:	\$212,651.00
Total:	\$212,651.00
(List Price:	\$278,548.00)



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Central Purchasing 

DATE: April 5, 2024

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet with PCN Strategies for purchase of 50 GETAC S410 G5 Laptop Mobile Computers, Vehicle Adapters and Docks, 3 Year warranty and Licenses in an amount not to exceed \$212,651.00 for the Springfield Police Department.

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

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

TYPE OF ORDINANCE: Purchases

FISCAL IMPACT: \$ 212,651.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PURCHASE OF Fifty (50) GETAC S410 G5 LAPTOP MOBILE COMPUTERS INCLUDING A THREE YEAR WARRANTY IN AN AMOUNT NOT TO EXCEED \$212,651.00 FROM PCN STRATEGIES INC. FOR THE SPRINGFIELD POLICE DEPARTMENT.

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

QUOTE

CONTRACTOR / VENDOR NAME: PCN STRATEGIES

VENDOR NO: VC*3154

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$ 212,651.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☒ Other: Sole Source

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1605
2					
3					
4					

FUNDS CHECK BY: [Signature]

Date:

04/05/2024

DIRECTOR / SUPERVISOR SIGNATURE: [Signature]

Date:

4/8/24

CITY PURCHASING AGENT: [Signature]

Date:

4/5/2024

COMMENTS

Fifty (50) GETAC S410 G5 LAPTOP MOBILE COMPUTERS INCLUDING A THREE YEAR WARRANTY & LICENSES, VEHICLE ADAPTERS, & VEHICLE DOCKS.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

4/8/24