Village Board of Trustees Agenda

Sandra "Sandy" Frum Board Room
1225 Cedar Lane Northbrook, IL 60062
Tuesday, March 10, 2026

7:30 PM

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **MINUTES APPROVAL**
   - A. February 24, 2026 Regular Board Meeting Minutes for Approval
   - B. February 24, 2026 Committee of the Whole Minutes for Approval
4. **PUBLIC COMMENT TIME**

   This agenda item is reserved for members of the public who desire to address the Village Board on a topic that is within purview and jurisdiction of the Village Board, but that is not listed in another location on the agenda. If you would like to speak about a matter that is listed on the agenda, we ask that you wait until that agenda item is called, and we will give you an opportunity to speak then. If your matter is on the "Consent Agenda", please let us know if you would like us to remove that matter so that you can speak about it.
   Anyone desiring to speak should fill out a written speaker form (located in the back of the Board Room) and submit it to the Village Clerk. "Public Comment Time" is not a forum for open dialogue or engagement with members of the Village Board. Rather, it is intended as an opportunity for you to make comments to the Village Board. While the Village Board will not immediately respond to public comments at this meeting, or engage in a back and forth discussion during the meeting, please be assured that the Board is actively listening to all comments, thoughts, and suggestions.
   All speakers will be limited to a total of three minutes. We request that everyone be respectful, civil, and non-repetitive; and we ask that members of the audience refrain from applauding or making any other comments during or after any speaker. Thank you for your understanding and taking the time to contribute to the success of our community.
5. **MANAGER'S REPORT**
   - A. Weekly Village Manager Reports
     - Week Ending February 27
     - Week Ending March 6
6. **WARRANT LIST**
   - A. Review and Approval of Escrow Deposits/Performance Bond Refunds Processed Between February 16, 2026 - February 28, 2026
   - B. Review and Approval of Payments Processed Between February 16, 2026 - February 28, 2026
7. **PRESIDENT'S REPORT**

   Community Moment
   - A. A Resolution Recognizing Michelle Kohler for 2 Years of Service as a Village Trustee
   - B. A Proclamation Recognizing March 29 as Education & Sharing Day

C. A Proclamation Declaring April as Fair Housing Month
D. A Proclamation Declaring April as Child Abuse Prevention Month
E. Commission Appointments
Appointment to the Ad Hoc 125th Anniversary Commission for a term ending December 31, 2026
- Ray Dykier - Northbrook Historical Society Representative

8. CONSENT AGENDA

The matters listed for consideration on the Consent Agenda are matters that appear to have the unanimous support of the Board of Trustees. The Village President will review, designate the resolution or ordinance number for passage and then inquire if any member of the Board or member of the public objects to any item on the Consent Agenda. If any objections are raised, the matter will be removed from the Consent Agenda and relocated to a location on this agenda for consideration during the appropriate Board Committee report. If no objection is voiced, the Village President will request a motion and second for passage of all items listed. The resultant roll call vote on the Consent Agenda will be applicable to each individual agenda item.

A. A Resolution Authorizing a Third Renewal of an Agreement for Plumbing Services with Drain & Plumbing Services, Inc. of Northbrook, Illinois
The Village contracts with a professional licensed plumbing contractor to perform annual testing of backflow prevention devices and periodic unplanned or emergency plumbing repairs related to the plumbing system maintenance at all Village-owned Facilities.

B. A Resolution Authorizing a Third Renewal of an Agreement for Parkway Tree and Stump Removal Services from Advanced Tree Care, Inc. of Lincolnshire, Illinois
As part of managing the Village's parkway trees, staff periodically assess the condition of each individual tree to determine its overall health, as well as address emergency tree related services due to storm damage. If a tree is found to be dead or dying, the tree and its stump will be removed.

C. A Resolution Amending the Master Construction Manager At Risk Agreement with Leopardo Construction, Inc. of Hoffman Estates, Illinois for the Demolition and Remediation Services at 3105 Walters Avenue
The vacant Village-owned single-family home on a one-acre parcel at 3105 Walters Avenue is contiguous with the Police Station and requires demolition and remediation.

D. An Ordinance Approving the Purchase of a Freightliner Cab and Chassis Unit from TransChicago Truck Group of Elmhurst, Illinois and Authorizing the Disposal of Unit 228 as a Surplus Vehicle Upon Receipt of the New Vehicle.
This purchase will replace Unit 228, a 2009 International 7400 Dump Truck, used for tasks including snow plowing, sanitary lift station maintenance, roadway patching and parkway restorations, will be replaced as it has reached the end of its useful life.

E. A Resolution Approving the Purchase of Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis Units from Monroe Truck Equipment of Monroe, Wisconsin
This equipment will be installed on a new Public Works vehicle which is used to complete a variety of tasks including snow plowing, sanitary lift station maintenance, roadway patching and parkway restorations. The equipment

includes a front and wing plow which will aid in reducing plow cycle times.

F. A Resolution Waiving Competitive Bidding and Approving an Agreement with Municipal H2O, of Little Rock, Arkansas for Professional Regulatory Compliance and Consulting Services
The Village is required to report to the EPA related to its handling and use of certain chemicals (primarily chlorine gas) related to the Water Plant and uses professional services to assist in this regulatory reporting requirement.

G. An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois
On a continual basis, staff evaluates expenditures to ascertain that there are no significant cost increases to planned expenditures which may be due to supply chain issues, unexpected capital costs, etc. and brings forward an Ordinance for amending the adopted budget to appropriate necessary funds, including amendments that consist of carryforward appropriations from the prior year as well as new money requests.

H. A Resolution Approving a Memorandum of Understanding with the Local Organizing Committee for the 2026 Northbrook Grand Prix
This MOU confirms various coordination and planning responsibilities of the Local Organizing Committee related to the Northbrook Grand Prix.

I. A Resolution Approving an Intergovernmental Agreement with the Participating Municipalities for a Training Program with the Lake Forest Graduate School of Management
Seven Municipalities wish to engage in an Intergovernmental Agreement (IGA) to create a training program through Lake Forest College for leadership training of municipal employees.

J. An Ordinance Waiving Competitive Bidding and Authorizing the Purchase of Taser Equipment from Axon Enterprise, Inc. of Scottsdale, AZ, and Authorizing the Disposal of Surplus Equipment
The Village is seeking to replace all sworn officer-assigned taser devices.

K. A Resolution Approving a Fourth Amendment to the Lake-Cook Corridor Agreement with the Village of Deerfield
Consistent with the First, Second and Third Amendments, the action is proposed to update the Corridor Agreement to identify property which is no longer able to be annexed into Northbrook in the future as it is no longer adjacent to Northbrook's corporate limits as a result of annexations by Deerfield pursuant to the Agreement.

L. An Ordinance Amending Chapter 2 of the Northbrook Municipal Code, As Amended
As discussed by the Village Board at the January 13, 2026 Committee of the Whole, the issuance of a badge to members of the Village Board is being amended to transition the issuance of identification for elected officials.

9. ADMINISTRATION AND FINANCE

10. PLANNING AND ECONOMIC DEVELOPMENT

11. COMMUNITY AND SUSTAINABILITY

A. A Resolution Approving Contracts for Installation Services by Title Electric Company of Arlington Heights, Illinois and the Purchase of Electric Vehicle Chargers from Carbon Day of Wheeling, Illinois for EV Charging Stations at Village Hall

This project includes the purchase and installation of two (2) public electric vehicle charging stations at the rear parking lot of Village Hall for use by both the general public and Village staff. The installation also supports the Village's Climate Action Plan by increasing access to alternative fuel options.

12. HOUSING

13. LABOR RELATIONS

14. PUBLIC WORKS AND FACILITIES

A. A Resolution Approving an Agreement for Walters Avenue Corridor Phase II Engineering Design with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois

The 6-inch and 8-inch cast iron water mains on Walters Avenue between Shermer Road and Pfingsten Road have been scheduled for replacement due to their age and overall condition in FY28 to coincide with planned road rehabilitation.

15. PUBLIC SAFETY

16. COMMUNICATIONS AND OUTREACH

17. REMARKS FOR THE GOOD OF THE ORDER

18. CLOSED SESSION

19. ADJOURN

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are requested to promptly contact the Village of Northbrook at (847) 272-5050, or the Illinois Relay Center at (800) 526-0844, to allow the Village of Northbrook to make reasonable accommodations for those persons.

WEEKLY MANAGER'S REPORT

WEEK ENDING FEBRUARY 27, 2026

Meetings of the Village Board

There are no meetings of the Village Board next week.

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on February 27, 2026.

Save the Date

Early Voting at Village Hall Starts March 2
Illinois voters will head to the polls on Tuesday, March 17, 2026, for the gubernatorial primary election. Voters may cast ballots early, by mail, or in person on Election Day. Residents are encouraged to review voting options and confirm their registration status in advance. Recent changes affecting how mail ballots are processed may impact some voters.

Early Voting Schedule at Northbrook Village Hall (Board Room):

- March 2–6 from 9 a.m.–5 p.m.
- March 7 from 9 a.m.–5 p.m.
- March 8 from 10 a.m.–4 p.m.
- March 9–13 from 9 a.m.–5 p.m.
- March 14 from 9 a.m.–5 p.m.
- March 15 from 10 a.m.–4 p.m.
- March 16 from 9 a.m.–5 p.m.

Please note: Village Hall is NOT a voting precinct on Election Day. For more voter information from the Cook County Clerk's Office visit the Village's Voter Services webpage.

Updates

4th of July Parade Participation
As Northbrook celebrates its 125th Anniversary, the community is invited to take part in a once-in-a-generation tradition, the 4th of July Parade. This year's celebration is especially meaningful as it also coincides with the United States' 250th Anniversary. Parade participation and

sponsorship applications are now open. Businesses, community organizations, nonprofits, youth groups, sports clubs, and volunteer organizations are encouraged to apply and be part of this historic celebration.

New Public Works Fleet Maintenance Garage Update
This week, crews completed saw cutting of both the lower-level and upper-level concrete slabs within the building. The lower-level removals will allow for the installation of plumbing and elevator pits. The upper-level work is for new elevators and stairs.

LRS Updates Website Link
LRS, the Village's franchisee for refuse, recycling, and composting collection, has launched an updated website, and the previous link is no longer active. Please update your bookmarks and visit the updated webpage for the latest information on collection schedules, service updates, and resources. Click here to visit the new LRS Website.

Business License Update
Businesses were sent renewal notices and invoices via email the week of February 16 for the 2026 licenses with a deadline to renew prior to March 11, 2026.

Pothole Patching Update
Next week, crews will perform pothole patching on Skokie Boulevard between Lake Cook Road and Dundee Road. This work is anticipated to be completed by Friday, March 6.

Parkway Tree Trimming Work
The Village's parkway tree trimming contractor began parkway tree trimming work in the central portion of the Village this week. The work is estimated to be completed by the beginning of the week of March 9, weather permitting.

St. Peter Cemetery Clean-Up
The Village owns and maintains three municipal cemeteries: North Northfield Cemetery, Northfield Union Cemetery, and St. Peter Cemetery. This week, Public Works crews performed debris cleanup and graveling of the driveways at St. Peter Cemetery continuing the Village's commitment to ensure these cemeteries remain well maintained.

WEEKLY MANAGER'S REPORT

WEEK ENDING MARCH 6, 2026

Meetings of the Village Board

Tuesday, March 10, 2026

- Administration & Finance Committee of the Village Board Meeting – 6 p.m. at the Northbrook Public Library in the Civic Room
- Village Board Regular Meeting – 7:30 p.m. in the Village Hall Board Room

Activity Reports

Police Bulletin: The weekly police bulletin has been updated for the week ending on March 6, 2026.

Save the Date

Early Voting at Village Hall
Illinois voters will head to the polls on Tuesday, March 17, 2026, for the gubernatorial primary election. Voters may cast ballots early, by mail, or in person on Election Day. Residents are encouraged to review voting options and confirm their registration status in advance. Recent changes affecting how mail ballots are processed may impact some voters.

Early Voting Schedule at Northbrook Village Hall (Board Room):

- Saturday, March 7 from 9 a.m.–5 p.m.
- Sunday, March 8 from 10 a.m.–4 p.m.
- Monday – Friday, March 9–13 from 9 a.m.–5 p.m.
- Saturday, March 14 from 9 a.m.–5 p.m.
- Sunday, March 15 from 10 a.m.–4 p.m.
- Monday, March 16 from 9 a.m.–5 p.m.

Please note: Village Hall is NOT a voting precinct on Election Day. For more voter information from the Cook County Clerk's Office visit the Village's Voter Services webpage.

Coffee with a Cop - March 13
The Village's Police Department invites residents to stop by for "Coffee with a Cop" on Friday, March 13 from 9 to 11 a.m. at Starbucks. This informal event is an opportunity to meet officers, ask questions, and build connections in a relaxed setting.

Updates

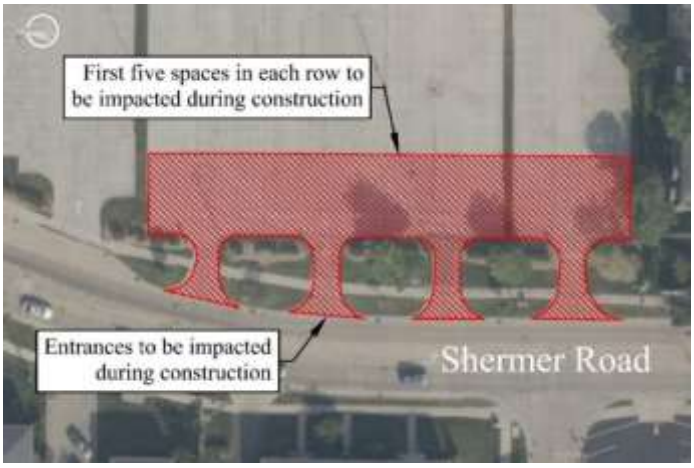
If You Still Have an Old Water Meter, Time Is Running Out to Schedule Its Replacement
The Village and its partner, Veregy, LLC, are continuing the required replacement of water meters as part of the automated water meter program to update the Village's system as the current meters have reached the end of their useful life. For any property that has not responded to the multiple mailings, appointments need to be scheduled now by contacting Veregy at (866) 260-3176 on or before March 16, 2026. Appointments are scheduled in two-hour windows, and installation typically takes about 30 minutes. Water meter replacement is mandatory for all customers in accordance with Section 27-34(b) of the Municipal Code.

Signage Prohibited in the Public Right-of-Way
The Village will remove all unauthorized signs including political, advertising, and special event signs from the public Right-of-Way (ROW) which is generally the area between the curb and sidewalk, including parkways and other public spaces. Removed signs can be picked up at the Public Works Center (655 Huehl Road). Residents may use the GoGov service request system to report signage improperly placed in the ROW. During Early Voting, signs are permitted on Village Hall property when it is an early voting location.

Scheduled Bridge Rehabilitation Work on Sunset Ridge Road
In mid-June, the Cook County Department of Transportation and Highways will begin rehabilitation work on the Sunset Ridge Road bridge over the North Branch of the Chicago River. The project will require a southbound lane closure on Sunset Ridge Road south of Happ Road, along with a detour for southbound traffic. Northbound traffic on Sunset Ridge Road will remain open and will not be detoured. The detour is expected to begin in mid-June 2026 and conclude in late August. Additional project updates will be provided as construction approaches.

New Fleet Maintenance Garage Update
Crews completed removal of the roof parapet, as well as the lower-level slab demolition and cleanout. Visit the Fleet Maintenance Garage Project Webpage for background information, renderings, construction updates, sustainability features, and other project details.

Shermer Road Corridor Improvements Project Update
Construction will resume along the Shermer Road Corridor this month in order to complete the project including the shared-use path (eastern side of Shermer Road), the installation of a raised median by the West Commuter Parking Lot, the planting of trees along the corridor, the installation of plantings in the new medians, and general site restoration. Substantial completion for the roadway and shared-use path work is anticipated for early Spring of 2026. Additional work will also occur in the southwest portion of the West Commuter Parking Lot and will impact on parking spaces during construction as shown in the image.



Second Pothole Patching Cycle Update
Village crews have completed pothole patching on Walters Avenue between Pfingsten Road and Shermer Road. Crews are now working to complete pothole patching on Skokie Boulevard between Lake Cook Road and Dundee Road.

Business License Renewal Update

- Businesses were sent renewal notices and invoices via email the week of February 16 for the 2026 licenses with a deadline to renew prior to March 11, 2026. To date 116 businesses have renewed their business license.

Business License Activity

- New business license has been issued for The Quay Corporation located at 3075 Commercial Lane.
- New business license has been issued for Christopher Laughlin School of Music located at 1955 Raymond Drive #113.

Staffing Update
The Village is excited to welcome Ryan Reynolds as a Maintenance Worker in the Public Works Department. Ryan began the role on March 2, 2026.

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

ESCROW DEPOSIT/PERFORMANCE BOND REFUNDS
INVOICES PROCESSED BETWEEN FEBRUARY 16, 2026 - FEBRUARY 28, 2026
FOR 3/10/26 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312175	HIGH-FIVE SPORTS CLUB NORTHSHORE	ESCROW DEPOSIT/PERFORMANCE BOND REFUND	872.55
		CLASS 'A' TOTAL	**872.55**

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN FEBRUARY 16, 2026 - FEBRUARY 28, 2026
FOR 3/10/26 MEETING

Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312066	3M COMPANY	SUPPLIES - PW	676.62
312114	A5 GROUP INC	PROFESSIONAL SERVICES - GG (*)	8,300.00
312071	ACE NORTHBROOK HARDWARE & RENTAL	TOOLS/SUPPLIES/PARTS - PW/FD	1,990.50
312107	ADS ENVIRONMENTAL SERVICES	SERVICES - PW (*)	2,100.00
312143	AETNA TRUCK PARTS INC	SUPPLIES - PW/FD	675.00
8260(A)	AIR ONE EQUIPMENT INC	EQUIPMENT - FD	13,389.00
312040	ALLDATA LLC	SUBSCRIPTION - PW/PD	1,500.00
312111	ALLEGRA MARKETING PRINT & MAIL	PRINTING - PD	1,137.27
312128	ALLIED GARAGE DOOR INC	SERVICES - PW	438.30
312078	ALTORFER INDUSTRIES INC	SERVICES - PW	182.60
312153	AMANDA MARAVIGLIA	REIMBURSEMENT - PD	101.00
8288(A)	AMAZON.COM SERVICES INC	EQUIPMENT/PARTS/SUPPLIES - PW/PD/IT/GG/FD	3,288.40
312154	ANGELIKA MCGEE	REIMBURSEMENT - PD	7.20
312184	ARNIE & SALLY FISHMAN	WATER/SEWER REFUND - FIN	233.51
8283(A)	AW ZENGELER CLEANERS INC	SERVICES - PD	104.32
312099	BATTERIES PLUS LLC	SUPPLIES - PW	54.00
312142	BERRY DUNN MCNEIL & PARKER LLC	STRATEGIC PLANNING - GG (*)	15,034.40
312187	BHHS CHICAGO	WATER/SEWER REFUND - FIN	100.00
312041	BIG APPLE BAGELS	CANTEEN - PD	53.98
312125	BIG BELLY SOLAR LLC	TRASH/RECYCLING RECEPTACLES - PW (*)	2,171.98
8285(A)	BIO TRON INC	SERVICES - FD	1,500.00
312042	BRADFORD SYSTEMS CORPORATION	STATION 12 SHELVING PROJECT - FD	1,203.57
312155	BRADLEY MICHAELS	REIMBURSEMENT - PD	13.72
312156	BRETT KIM	REIMBURSEMENT - PD	139.10
312157	BRIAN LAARVELD	REIMBURSEMENT - PD	110.53
312144	CABO MEXICAN COCINA	CULTURAL FAIR 2026 - GG	230.00
8301(A)	CAHILL HEATING COOLING ELECTRIC	SERVICES - PW	675.00
312158	CANDY ERICKSON	REIMBURSEMENT - PD	363.80
312043	CARAHSOFT TECHNOLOGY CORP	SUBSCRIPTION - IT (*)	87,715.00
312151	CAROL ABRAHAMS	OVERPAYMENT REFUND - PD	5.00
312044	CASE LOTS INC	SUPPLIES - PW	2,474.65
8262(A)	CDW GOVERNMENT INC	EQUIPMENT - IT	1,425.52
312093	CINTAS CORPORATION #2	SUPPLIES - PD	599.73
312092	CINTAS CORPORATION #2	UNIFORMS - PW	220.54
8291(A)	CLARK HILL PLC	LEGAL FEES - GG	21,807.00
312045	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	6,703.75
312121	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	18,968.37
8297(A)	CONSTELLIX	SUBSCRIPTION - IT	21.61
8267(A)	CORE & MAIN LP	SUPPLIES - PW (*)	3,017.46
8263(A)	CORRPRO COMPANIES INC	PROFESSIONAL SERVICES - PW	2,970.00
312140	CROWNE INDUSTRIES LTD	SERVICES - PW	260.00
312141	CROWNE INDUSTRIES LTD	SERVICES - PW	260.00
312133	CULTURE IN MOTION	CULTURAL FAIR 2026 - GG	150.00
312102	CUMMINS SALES & SERVICE	SERVICES/PARTS - FD	15,656.43
312046	CUTLER WORKWEAR	UNIFORMS - PW	2,362.16
312181	DAVID DELGER	OVERPAYMENT REFUND - PD	19.00
312150	DAVID ROUSH	OVERPAYMENT REFUND - PD	20.00
312048	DELL MARKETING LP	SUBSCRIPTION - IT	246.50
312127	DKMT LOTUS	CULTURAL FAIR 2026 - GG	250.00
312159	DORIS OTERO	REIMBURSEMENT - PD	150.00
312049	DRYDON EQUIPMENT INC	PARTS - PW	4,858.00
312050	EL-COR INDUSTRIES INC	PARTS/SUPPLIES - PD/PW/FD	762.94
312113	ELEVATED SAFETY LLC	EQUIPMENT - FD	582.25
312109	ELGIN RECYCLING INC	RECYCLING - PW	2,536.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN FEBRUARY 16, 2026 - FEBRUARY 28, 2026
FOR 3/10/26 MEETING

Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312186	ELIZABETH HAMILTON	WATER/SEWER REFUND - FIN	20.69
312075	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - PW/FD	4,106.00
8287(A)	ENVIRONMENTAL PRODUCTS	PARTS - PW	664.78
8304(A)	FERGUSON WATERWORKS	WATER METERS - PW (*)	2,740.00
312124	FGM ARCHITECTS INC	FACILITY CAPITAL PROJECTS - FD/PW (*)	30,162.50
312051	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	110.50
312149	FIFTH THIRD BANK	OVERPAYMENT REFUND - PD	5.00
8284(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	2,705.00
312146	FIREHOUSEDIRECT	PARTS - FD	3,346.88
8286(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW/FD/GG/PD	1,540.01
312052	FOOT STONE INC	PROFESSIONAL SERVICES - PW (*)	3,272.25
312053	FORESTRY SUPPLIERS INC	TOOLS - PW	256.34
8264(A)	GALLS LLC	UNIFORMS - PD	609.81
8303(A)	GENUINE PARTS COMPANY INC	PARTS - PW/PD/FD	1,769.60
312056	GEWALT HAMILTON ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	32,357.25
312138	GLENDALE PARADE STORE LLC	EMPLOYEE RECOGNITION - FD	1,442.00
312054	GOLF MILL FORD	PARTS - PD/PW	2,486.80
312130	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	2,480.92
8265(A)	GRAINGER	PARTS/SUPPLIES - PW	1,067.27
8292(A)	GRANITE TELECOMMUNICATIONS LLC	TELECOMMUNICATIONS - IT	3,834.83
312055	GREEK FEAST	CULTURAL FAIR 2026 - GG	250.00
8266(A)	HAVEY COMMUNICATIONS INC	EQUIPMENT - PD	1,433.75
312104	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS (*)	5,710.00
312115	HEARTLAND BUSINESS SYSTEMS LLC	PROFESSIONAL SERVICES - IT	536.25
312057	HIGH PSI LTD	EQUIPMENT/SERVICES - PW	815.00
8305(A)	HODC C/O CRESTWOOD PLACE	CRESTWOOD EXPENSE REIMB - FIN (*)	24,286.29
312110	HOERR CONSTRUCTION INC	SANITARY SEWER LINING - PW (*)	245,000.00
312058	ILCMA	RECRUITING - GG	100.00
312059	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	453.00
312106	INSIGHT PUBLIC SECTOR INC	EQUIPMENT - IT (*)	32,190.00
8268(A)	INTERGOVERNMENTAL RISK MANAGEMENT	INSURANCE DEDUCTIBLE - GG	94,055.31
312170	JACOB O'KERNS	REIMBURSEMENT - FD	40.00
312171	JACQUELINE DURMENT	REIMBURSEMENT - FD	12.94
312160	JAMES FRIEL	REIMBURSEMENT - PD	39.92
312183	JAMES YOON	OVERPAYMENT REFUND - FIN	15.00
312161	JARROD DEITRICH	REIMBURSEMENT - PD	70.00
312177	JENNIFER SAPTERSTEIN	CULTURAL FAIR 2026 - GG	19.84
312176	JENNIFER SAPTERSTEIN	CULTURAL FAIR 2026 - GG	19.35
312172	JOEL EATON	REIMBURSEMENT - FD	46.42
312162	JOHN SEILER	REIMBURSEMENT - PD	376.69
312163	JONATHAN SALMI	REIMBURSEMENT - PD	238.26
312105	JONES & BARTLETT LEARNING LLC	PUBLICATIONS - FD	367.16
312060	JULIE INC	ANNUAL ASSESSMENT - PW	11,000.52
8298(A)	KASPER HOLMES & DRING LTD	LEGAL FEES - GG	14,000.00
8293(A)	KEEPER SECURITY INC	SUBSCRIPTION - IT	2,790.00
8269(A)	KIESLER POLICE SUPPLY INC	PARTS - PD	733.00
312061	KIMLEY-HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	4,777.28
312108	KORDICK ELECTRIC CO	SERVICES - PW (*)	16,332.00
312126	KOREAN CULTURAL CENTER OF CHICAGO	CULTURAL FAIR 2026 - GG	900.00
312094	LABSOURCE INC	SUPPLIES - FD	2,282.28
312062	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	129.00
8296(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - PW (*)	702,465.00
312122	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW/FD	1,005.74
8270(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD/PW	1,208.46

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN FEBRUARY 16, 2026 - FEBRUARY 28, 2026
FOR 3/10/26 MEETING

Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312063	MABAS DIVISION III	MEMBERSHIP - FD	7,000.00
8289(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD	2,184.10
312152	MATTHEW KOMIN	REIMBURSEMENT - PD	190.88
8271(A)	MEADE INC	SERVICES - PW (*)	1,937.00
312064	MENARDS - LONG GROVE	SUPPLIES - PW	1,039.20
8290(A)	MERCHANTS CREDIT GUIDE CO	COLLECTIONS - FIN	15.00
8302(A)	MES SERVICE COMPANY LLC	SERVICES - FD	1,626.38
8294(A)	MESCADA LLC	SERVICES - PW (*)	5,504.00
8295(A)	MESCADA LLC	SERVICES - PW (*)	3,200.00
312065	METROPOLITAN WATER RECLAMATION	SEWER CHARGES - PW	3,437.76
8272(A)	MGP INC	PROFESSIONAL SERVICES - PW (*)	20,784.26
312164	MICHAEL TADLEY	REIMBURSEMENT - PD	80.00
8273(A)	MID AMERICAN WATER OF WAUCONDA INC	PARTS - PW (*)	2,580.77
312169	MIKE MEYER	REIMBURSEMENT - PW	30.00
312137	MOKSHA INDIAN GRILL	CULTURAL FAIR 2026 - GG	250.00
312067	MONROE TRUCK EQUIPMENT INC	EQUIPMENT - PW (*)	24,385.00
312068	MORTON SALT INC	MATERIALS - PW (*)	64,368.81
8274(A)	MOTION INDUSTRIES INC	PARTS - PW	2,416.02
312069	MUNICIPAL FLEET MANAGERS ASSOC	MEMBERSHIP - PW	50.00
312072	NICOR	UTILITIES - PW	5,446.19
312070	NIPSTA	TRAINING - FD	800.00
312074	NORTH SHORE GAS COMPANY	UTILITIES - PW	486.35
8275(A)	NORTHBROOK CHAMBER OF COMMERCE	COMMUNITY RELATIONS - GG	1,500.00
312073	NORTHERN IL POLICE ALARM SYSTEM	MEMBERSHIP - PD	6,955.00
312077	NORTHWEST FREIGHTLINER	PARTS - FD	940.08
312076	NORTHWEST MUNICIPAL CONFERENCE	MUNICIPAL RELATIONS - GG	100.00
312120	PACE ANALYTICAL SERVICES LLC	SERVICES - PW	8,708.90
8276(A)	PARKMOBILE LLC	MONTHLY SERVICE FEES - PW	1,078.75
312100	PARTNERS & PAWS VETERINARY SVCS LLC	K-9 CARE - PD	1,059.60
312119	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	7,314.93
312174	PETE MENSCHING	REIMBURSEMENT - FD	44.52
312129	PLUNKETT'S PEST CONTROL INC	SERVICES - PW	605.28
8277(A)	POMPS TIRE SERVICE INC	TIRES - PW/PD	1,705.16
312079	PROMOS 911 INC	SUPPLIES - PD	1,011.19
312139	RED BEAN & COCOA	CULTURAL FAIR 2026 - GG	200.00
312080	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	64,690.00
312081	RLB HYDRAULIC SERVICES	SERVICES - PW	2,387.40
8261(A)	ROSE MARY JURINEK	COURT REPORTING - PD	1,350.00
312082	ROTARY CLUB OF NORTHBROOK	MEMBERSHIP - GG	250.00
312083	SAFEBUILT ILLINOIS LLC	PROFESSIONAL SERVICES - DPS	1,338.75
312165	SCOTT PLEPEL	REIMBURSEMENT - PD	308.49
312179	SELWYN SKEVIN	RESIDENT REIMBURSEMENT - PW	45.00
312084	SENTINEL TECHNOLOGIES INC	SUBSCRIPTION - IT (*)	15,546.00
8278(A)	SERVICE SPRING COMPANY INC	SERVICES - PW	2,790.00
312131	SHAHIMA ASMAL	CULTURAL FAIR 2026 - GG	220.00
312145	SHARLEN ELECTRIC CO	WATER PLANT IMPROVEMENT - PW (*)	78,226.27
312085	SHI HEADQUARTERS	SUBSCRIPTION - IT	6,520.50
8279(A)	SPOK INC	SERVICES - PW	67.68
312086	STANDARD EQUIPMENT COMPANY	PARTS - PW	1,174.82
312117	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES - PW (*)	1,023.75
312101	STATE GRAPHICS	PRINTING - PD/GG	866.96
312180	STEVEN SCOTT	RESIDENT REIMBURSEMENT - PW	5,000.00
312087	SUBURBAN ACCENTS INC	SERVICES - PD	1,250.00
312182	SUN TAEK	OVERPAYMENT REFUND - FIN	15.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

INVOICES PROCESSED BETWEEN FEBRUARY 16, 2026 - FEBRUARY 28, 2026
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Sorted Alphabetically

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312088	SUNSET FOOD MART INC	CANTEEN - FD	17.99
312147	SWANSON BLOSSOM SHOP	SERVICES - PD	103.95
312116	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	6,918.79
312123	T MOBILE USA INC	SERVICES - PD	100.00
312173	TED AQUINO	REIMBURSEMENT - FD	376.07
312166	TERESA DREWES	REIMBURSEMENT - PD	90.61
312118	THALMANN ALIGNMENT INC	SERVICES - FD	135.00
312098	THE BLUE LINE	RECRUITING - PD	348.00
8281(A)	THIRD MILLENNIUM ASSOCIATES INC	SUBSCRIPTION - FIN	536.84
312167	TODD FEINGOLD	REIMBURSEMENT - PD	203.94
312089	TREASURER STATE OF ILLINOIS	SHERMER CORR IMPR COST SHARING - PW(*)	584,949.74
312148	TRINITY ACADEMY OF IRISH DANCE	CULTURAL FAIR 2026 - GG	250.00
312132	UKRAINIAN NATL WOMEN'S LEAGUE BR29	CULTURAL FAIR 2026 - GG	1,100.00
312090	ULINE INC	VH REMODELING - GG (*)	21,430.21
8300(A)	UNIVAR SOLUTIONS USA LLC	CHEMICALS - PW (*)	13,528.48
312112	VEGA AMERICAS INC	PARTS - PW	1,473.01
312134	VERATHON INC	SUPPLIES - FD	964.70
312135	VERATHON INC	SUPPLIES - FD	126.00
312136	VERATHON INC	SUPPLIES - FD	126.00
8299(A)	VEREGY CENTRAL LLC	WATER METER PROJECT - PW (*)	175,439.36
312097	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
312178	VINITA PATEL	CULTURAL FAIR 2026 - GG	250.00
8280(A)	WEIDNER FARMS MATERIAL INC	MATERIALS AND DISPOSAL - PW (*)	14,244.59
312091	WEST SIDE TRACTOR SALES	PARTS - PW	274.96
8306(A)	WHALE SUPPLY LLC	TOOLS - PW	231.20
312095	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	2,004.65
312185	WILLIAM A UTTER	WATER/SEWER REFUND - FIN	19.70
312168	WILLIAM HUMPHRIES	K-9 SUPPLIES - PD	155.25
8282(A)	WILMETTE TRUCK & BUS SERVICE INC	SERVICES - PW	472.00
312096	WINTER EQUIPMENT COMPANY INC	PARTS - PW	2,155.62
312047	WS DARLEY & COMPANY	EQUIPMENT - FD (*)	3,806.84
312103	ZOLL MEDICAL CORP	SUPPLIES - FD	1,122.58
		CLASS 'A' TOTAL	**2,684,004.43**

CLASS 'B' WARRANTS

30(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD JANUARY - FIN	20,691.32
30(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD (ADJUSTMENT)	(1,493.67)
508(E)	IL DEPT OF EMPLOYMENT SECURITY	INSURANCE - GG	7,550.00
507(E)	LOWES	EQUIPMENT/SUPPLIES - PW	2,824.01
506(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	79,879.00
2/27/26	PAYROLL	2/27/2026 PAYROLL	924,128.38
		CLASS 'B' TOTAL	**1,033,579.04**
		REPORT TOTAL	***3,717,583.47***

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
8296(A)	LEOPARDO COMPANIES INC	FACILITY CAPITAL PROJECTS - PW (*)	702,465.00
312089	TREASURER STATE OF ILLINOIS	SHERMER CORR IMPR COST SHARING - PW(*)	584,949.74
312110	HOERR CONSTRUCTION INC	SANITARY SEWER LINING - PW (*)	245,000.00
8299(A)	VEREGY CENTRAL LLC	WATER METER PROJECT - PW (*)	175,439.36
8268(A)	INTERGOVERNMENTAL RISK MANAGEMENT	INSURANCE DEDUCTIBLE - GG	94,055.31
312043	CARAHSOFT TECHNOLOGY CORP	SUBSCRIPTION - IT (*)	87,715.00
312145	SHARLEN ELECTRIC CO	WATER PLANT IMPROVEMENT - PW (*)	78,226.27
312080	REGIONAL EMERGENCY DISPATCH CENTER	DISPATCH - FD	64,690.00
312068	MORTON SALT INC	MATERIALS - PW (*)	64,368.81
312056	GEWALT HAMILTON ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	32,357.25
312106	INSIGHT PUBLIC SECTOR INC	EQUIPMENT - IT (*)	32,190.00
312124	FGM ARCHITECTS INC	FACILITY CAPITAL PROJECTS - FD/PW (*)	30,162.50
312067	MONROE TRUCK EQUIPMENT INC	EQUIPMENT - PW (*)	24,385.00
8305(A)	HODC C/O CRESTWOOD PLACE	CRESTWOOD EXPENSE REIMB - FIN (*)	24,286.29
8291(A)	CLARK HILL PLC	LEGAL FEES - GG	21,807.00
312090	ULINE INC	VH REMODELING - GG (*)	21,430.21
8272(A)	MGP INC	PROFESSIONAL SERVICES - PW (*)	20,784.26
312121	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	18,968.37
312108	KORDICK ELECTRIC CO	SERVICES - PW (*)	16,332.00
312102	CUMMINS SALES & SERVICE	SERVICES/PARTS - FD	15,656.43
312084	SENTINEL TECHNOLOGIES INC	SUBSCRIPTION - IT (*)	15,546.00
312142	BERRY DUNN MCNEIL & PARKER LLC	STRATEGIC PLANNING - GG (*)	15,034.40
8280(A)	WEIDNER FARMS MATERIAL INC	MATERIALS AND DISPOSAL - PW (*)	14,244.59
8298(A)	KASPER HOLMES & DRING LTD	LEGAL FEES - GG	14,000.00
8300(A)	UNIVAR SOLUTIONS USA LLC	CHEMICALS - PW (*)	13,528.48
8260(A)	AIR ONE EQUIPMENT INC	EQUIPMENT - FD	13,389.00
312060	JULIE INC	ANNUAL ASSESSMENT - PW	11,000.52
312120	PACE ANALYTICAL SERVICES LLC	SERVICES - PW	8,708.90
312114	A5 GROUP INC	PROFESSIONAL SERVICES - GG (*)	8,300.00
312119	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	7,314.93
312063	MABAS DIVISION III	MEMBERSHIP - FD	7,000.00
312073	NORTHERN IL POLICE ALARM SYSTEM	MEMBERSHIP - PD	6,955.00
312116	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	6,918.79
312045	COMMONWEALTH EDISON COMPANY	UTILITIES - PW	6,703.75
312085	SHI HEADQUARTERS	SUBSCRIPTION - IT	6,520.50
312104	HEALTH INSPECTION PROFESSIONALS INC	SERVICES - DPS (*)	5,710.00
8294(A)	MESCADA LLC	SERVICES - PW (*)	5,504.00
312072	NICOR	UTILITIES - PW	5,446.19
312180	STEVEN SCOTT	RESIDENT REIMBURSEMENT - PW	5,000.00
312049	DRYDON EQUIPMENT INC	PARTS - PW	4,858.00
312061	KIMLEY-HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	4,777.28
312075	ENDEAVOR HEALTH MEDICAL GROUP	PROFESSIONAL SERVICES - PW/FD	4,106.00
8292(A)	GRANITE TELECOMMUNICATIONS LLC	TELECOMMUNICATIONS - IT	3,834.83
312047	WS DARLEY & COMPANY	EQUIPMENT - FD (*)	3,806.84
312065	METROPOLITAN WATER RECLAMATION	SEWER CHARGES - PW	3,437.76
312146	FIREHOUSEDIRECT	PARTS - FD	3,346.88
8288(A)	AMAZON.COM SERVICES INC	EQUIPMENT/PARTS/SUPPLIES - PW/PD/IT/GG/FD	3,288.40
312052	FOOT STONE INC	PROFESSIONAL SERVICES - PW (*)	3,272.25
8295(A)	MESCADA LLC	SERVICES - PW (*)	3,200.00
8267(A)	CORE & MAIN LP	SUPPLIES - PW (*)	3,017.46
8263(A)	CORRPRO COMPANIES INC	PROFESSIONAL SERVICES - PW	2,970.00
8293(A)	KEEPER SECURITY INC	SUBSCRIPTION - IT	2,790.00
8278(A)	SERVICE SPRING COMPANY INC	SERVICES - PW	2,790.00
8304(A)	FERGUSON WATERWORKS	WATER METERS - PW (*)	2,740.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
8284(A)	FIRE SAFETY CONSULTANTS INC	PROFESSIONAL SERVICES - FD (*)	2,705.00
8273(A)	MID AMERICAN WATER OF WAUCONDA INC	PARTS - PW (*)	2,580.77
312109	ELGIN RECYCLING INC	RECYCLING - PW	2,536.00
312054	GOLF MILL FORD	PARTS - PD/PW	2,486.80
312130	GORDON FLESCH COMPANY INC	PRINTING - IT (*)	2,480.92
312044	CASE LOTS INC	SUPPLIES - PW	2,474.65
8274(A)	MOTION INDUSTRIES INC	PARTS - PW	2,416.02
312081	RLB HYDRAULIC SERVICES	SERVICES - PW	2,387.40
312046	CUTLER WORKWEAR	UNIFORMS - PW	2,362.16
312094	LABSOURCE INC	SUPPLIES - FD	2,282.28
8289(A)	MACQUEEN EMERGENCY GROUP	PARTS - FD	2,184.10
312125	BIG BELLY SOLAR LLC	TRASH/RECYCLING RECEPTACLES - PW (*)	2,171.98
312096	WINTER EQUIPMENT COMPANY INC	PARTS - PW	2,155.62
312107	ADS ENVIRONMENTAL SERVICES	SERVICES - PW (*)	2,100.00
312095	WHEEL-INN BODY & MOTOR WORKS	SERVICES - PW	2,004.65
312071	ACE NORTHBROOK HARDWARE & RENTAL	TOOLS/SUPPLIES/PARTS - PW/FD	1,990.50
8271(A)	MEADE INC	SERVICES - PW (*)	1,937.00
8303(A)	GENUINE PARTS COMPANY INC	PARTS - PW/PD/FD	1,769.60
8277(A)	POMPS TIRE SERVICE INC	TIRES - PW/PD	1,705.16
8302(A)	MES SERVICE COMPANY LLC	SERVICES - FD	1,626.38
8286(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN - PW/FD/GG/PD	1,540.01
312040	ALLDATA LLC	SUBSCRIPTION - PW/PD	1,500.00
8285(A)	BIO TRON INC	SERVICES - FD	1,500.00
8275(A)	NORTHBROOK CHAMBER OF COMMERCE	COMMUNITY RELATIONS - GG	1,500.00
312112	VEGA AMERICAS INC	PARTS - PW	1,473.01
312138	GLENDALE PARADE STORE LLC	EMPLOYEE RECOGNITION - FD	1,442.00
8266(A)	HAVEY COMMUNICATIONS INC	EQUIPMENT - PD	1,433.75
8262(A)	CDW GOVERNMENT INC	EQUIPMENT - IT	1,425.52
8261(A)	ROSE MARY JURINEK	COURT REPORTING - PD	1,350.00
312083	SAFEBUILT ILLINOIS LLC	PROFESSIONAL SERVICES - DPS	1,338.75
312087	SUBURBAN ACCENTS INC	SERVICES - PD	1,250.00
8270(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PD/PW	1,208.46
312042	BRADFORD SYSTEMS CORPORATION	STATION 12 SHELVING PROJECT - FD	1,203.57
312086	STANDARD EQUIPMENT COMPANY	PARTS - PW	1,174.82
312111	ALLEGRA MARKETING PRINT & MAIL	PRINTING - PD	1,137.27
312103	ZOLL MEDICAL CORP	SUPPLIES - FD	1,122.58
312132	UKRAINIAN NATL WOMEN'S LEAGUE BR29	CULTURAL FAIR 2026 - GG	1,100.00
8276(A)	PARKMOBILE LLC	MONTHLY SERVICE FEES - PW	1,078.75
8265(A)	GRAINGER	PARTS/SUPPLIES - PW	1,067.27
312100	PARTNERS & PAWS VETERINARY SVCS LLC	K-9 CARE - PD	1,059.60
312064	MENARDS - LONG GROVE	SUPPLIES - PW	1,039.20
312117	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES - PW (*)	1,023.75
312079	PROMOS 911 INC	SUPPLIES - PD	1,011.19
312122	LINDE GAS & EQUIPMENT INC	SUPPLIES - PW/FD	1,005.74
312134	VERATHON INC	SUPPLIES - FD	964.70
312077	NORTHWEST FREIGHTLINER	PARTS - FD	940.08
312126	KOREAN CULTURAL CENTER OF CHICAGO	CULTURAL FAIR 2026 - GG	900.00
312101	STATE GRAPHICS	PRINTING - PD/GG	866.96
312057	HIGH PSI LTD	EQUIPMENT/SERVICES - PW	815.00
312070	NIPSTA	TRAINING - FD	800.00
312050	EL-COR INDUSTRIES INC	PARTS/SUPPLIES - PD/PW/FD	762.94
8269(A)	KIESLER POLICE SUPPLY INC	PARTS - PD	733.00
312066	3M COMPANY	SUPPLIES - PW	676.62
312143	AETNA TRUCK PARTS INC	SUPPLIES - PW/FD	675.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
8301(A)	CAHILL HEATING COOLING ELECTRIC	SERVICES - PW	675.00
8287(A)	ENVIRONMENTAL PRODUCTS	PARTS - PW	664.78
8264(A)	GALLS LLC	UNIFORMS - PD	609.81
312129	PLUNKETT'S PEST CONTROL INC	SERVICES - PW	605.28
312093	CINTAS CORPORATION #2	SUPPLIES - PD	599.73
312113	ELEVATED SAFETY LLC	EQUIPMENT - FD	582.25
8281(A)	THIRD MILLENNIUM ASSOCIATES INC	SUBSCRIPTION - FIN	536.84
312115	HEARTLAND BUSINESS SYSTEMS LLC	PROFESSIONAL SERVICES - IT	536.25
312074	NORTH SHORE GAS COMPANY	UTILITIES - PW	486.35
8282(A)	WILMETTE TRUCK & BUS SERVICE INC	SERVICES - PW	472.00
312059	ILLINOIS SECRETARY OF STATE	LICENSE PLATES - PD	453.00
312097	VILLAGE OF ROMEOVILLE	TRAINING - FD	450.00
312128	ALLIED GARAGE DOOR INC	SERVICES - PW	438.30
312162	JOHN SEILER	REIMBURSEMENT - PD	376.69
312173	TED AQUINO	REIMBURSEMENT - FD	376.07
312105	JONES & BARTLETT LEARNING LLC	PUBLICATIONS - FD	367.16
312158	CANDY ERICKSON	REIMBURSEMENT - PD	363.80
312098	THE BLUE LINE	RECRUITING - PD	348.00
312165	SCOTT PLEPEL	REIMBURSEMENT - PD	308.49
312091	WEST SIDE TRACTOR SALES	PARTS - PW	274.96
312140	CROWNE INDUSTRIES LTD	SERVICES - PW	260.00
312141	CROWNE INDUSTRIES LTD	SERVICES - PW	260.00
312053	FORESTRY SUPPLIERS INC	TOOLS - PW	256.34
312127	DKMT LOTUS	CULTURAL FAIR 2026 - GG	250.00
312055	GREEK FEAST	CULTURAL FAIR 2026 - GG	250.00
312137	MOKSHA INDIAN GRILL	CULTURAL FAIR 2026 - GG	250.00
312082	ROTARY CLUB OF NORTHBROOK	MEMBERSHIP - GG	250.00
312148	TRINITY ACADEMY OF IRISH DANCE	CULTURAL FAIR 2026 - GG	250.00
312178	VINITA PATEL	CULTURAL FAIR 2026 - GG	250.00
312048	DELL MARKETING LP	SUBSCRIPTION - IT	246.50
312163	JONATHAN SALMI	REIMBURSEMENT - PD	238.26
312184	ARNIE & SALLY FISHMAN	WATER/SEWER REFUND - FIN	233.51
8306(A)	WHALE SUPPLY LLC	TOOLS - PW	231.20
312144	CABO MEXICAN COCINA	CULTURAL FAIR 2026 - GG	230.00
312092	CINTAS CORPORATION #2	UNIFORMS - PW	220.54
312131	SHAHIMA ASMAL	CULTURAL FAIR 2026 - GG	220.00
312167	TODD FEINGOLD	REIMBURSEMENT - PD	203.94
312139	RED BEAN & COCOA	CULTURAL FAIR 2026 - GG	200.00
312152	MATTHEW KOMIN	REIMBURSEMENT - PD	190.88
312078	ALTORFER INDUSTRIES INC	SERVICES - PW	182.60
312168	WILLIAM HUMPHRIES	K-9 SUPPLIES - PD	155.25
312133	CULTURE IN MOTION	CULTURAL FAIR 2026 - GG	150.00
312159	DORIS OTERO	REIMBURSEMENT - PD	150.00
312156	BRETT KIM	REIMBURSEMENT - PD	139.10
312118	THALMANN ALIGNMENT INC	SERVICES - FD	135.00
312062	LAKE COUNTY PUBLIC WORKS DEPT	SERVICES - PW	129.00
312135	VERATHON INC	SUPPLIES - FD	126.00
312136	VERATHON INC	SUPPLIES - FD	126.00
312157	BRIAN LAARVELD	REIMBURSEMENT - PD	110.53
312051	FIELDS JEEP INC/FIELDS CHRYSLER	PARTS - PD	110.50
8283(A)	AW ZENGELER CLEANERS INC	SERVICES - PD	104.32
312147	SWANSON BLOSSOM SHOP	SERVICES - PD	103.95
312153	AMANDA MARAVIGLIA	REIMBURSEMENT - PD	101.00
312187	BHHS CHICAGO	WATER/SEWER REFUND - FIN	100.00

VILLAGE OF NORTHBROOK

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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
312058	ILCMA	RECRUITING - GG	100.00
312076	NORTHWEST MUNICIPAL CONFERENCE	MUNICIPAL RELATIONS - GG	100.00
312123	T MOBILE USA INC	SERVICES - PD	100.00
312166	TERESA DREWES	REIMBURSEMENT - PD	90.61
312164	MICHAEL TADLEY	REIMBURSEMENT - PD	80.00
312161	JARROD DEITRICH	REIMBURSEMENT - PD	70.00
8279(A)	SPOK INC	SERVICES - PW	67.68
312099	BATTERIES PLUS LLC	SUPPLIES - PW	54.00
312041	BIG APPLE BAGELS	CANTEEN - PD	53.98
312069	MUNICIPAL FLEET MANAGERS ASSOC	MEMBERSHIP - PW	50.00
312172	JOEL EATON	REIMBURSEMENT - FD	46.42
312179	SELWYN SKEVIN	RESIDENT REIMBURSEMENT - PW	45.00
312174	PETE MENSCHING	REIMBURSEMENT - FD	44.52
312170	JACOB O'KERNS	REIMBURSEMENT - FD	40.00
312160	JAMES FRIEL	REIMBURSEMENT - PD	39.92
312169	MIKE MEYER	REIMBURSEMENT - PW	30.00
8297(A)	CONSTELLIX	SUBSCRIPTION - IT	21.61
312186	ELIZABETH HAMILTON	WATER/SEWER REFUND - FIN	20.69
312150	DAVID ROUSH	OVERPAYMENT REFUND - PD	20.00
312177	JENNIFER SAPTERSTEIN	CULTURAL FAIR 2026 - GG	19.84
312185	WILLIAM A UTTER	WATER/SEWER REFUND - FIN	19.70
312176	JENNIFER SAPTERSTEIN	CULTURAL FAIR 2026 - GG	19.35
312181	DAVID DELGER	OVERPAYMENT REFUND - PD	19.00
312088	SUNSET FOOD MART INC	CANTEEN - FD	17.99
312183	JAMES YOON	OVERPAYMENT REFUND - FIN	15.00
8290(A)	MERCHANTS CREDIT GUIDE CO	COLLECTIONS - FIN	15.00
312182	SUN TAEK	OVERPAYMENT REFUND - FIN	15.00
312155	BRADLEY MICHAELS	REIMBURSEMENT - PD	13.72
312171	JACQUELINE DURMENT	REIMBURSEMENT - FD	12.94
312154	ANGELIKA MCGEE	REIMBURSEMENT - PD	7.20
312151	CAROL ABRAHAMS	OVERPAYMENT REFUND - PD	5.00
312149	FIFTH THIRD BANK	OVERPAYMENT REFUND - PD	5.00
		CLASS 'A' TOTAL	**2,684,004.43**

CLASS 'B' WARRANTS

2/27/26	PAYROLL	2/27/2026 PAYROLL	924,128.38
506(E)	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	79,879.00
30(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD JANUARY - FIN	20,691.32
30(E)	HUNTINGTON NATIONAL BANK	VILLAGE CREDIT CARD (ADJUSTMENT)	(1,493.67)
508(E)	IL DEPT OF EMPLOYMENT SECURITY	INSURANCE - GG	7,550.00
507(E)	LOWES	EQUIPMENT/SUPPLIES - PW	2,824.01
		CLASS 'B' TOTAL	**1,033,579.04**
		REPORT TOTAL	***3,717,583.47***

PROCLAMATION

RECOGNIZING MARCH 29, 2026
AS EDUCATION AND SHARING DAY

WHEREAS, the basis for the continuity of any society is education; and in the Village of Northbrook the education of our youth is a priority; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; imparting moral and ethical values that have been the bedrock of society since the dawn of civilization, including the values known as the Seven Noahide Laws; and

WHEREAS, a global spiritual leader and leading advocate for the advancement of education, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in an era of global peace; and

WHEREAS, March 29, 2026, will mark 124 years since the Rebbe's birth, and this year marks the 76th anniversary of his leadership of the Chabad-Lubavitch movement. “Chabad” is an acronym of three Hebrew words for “wisdom, understanding and knowledge.” The name “Lubavitch” comes from the city which served as the movement's headquarters for over a century and means City of Love. Of all the ethical values which inform our civilization, none is more important than love - love of wisdom, love of our fellowman, and love of our Creator. These values have guided the Chabad-Lubavitch movement throughout its history and are the essence of education at its best, and we should be certain to pass on this precious heritage to all young people; and

WHEREAS, “Education & Sharing Day” is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works.

NOW, THEREFORE, I, Kathryn L. Ciesla, President by virtue of the authority vested in me by the laws of the Village of Northbrook, do hereby proclaim Sunday, March 29, 2026, to be:

EDUCATION AND SHARING DAY

in the village of Northbrook and call upon government officials, educators, volunteers, and citizens to reach out to those within your communities and work to create a better, brighter, and more hopeful future for all.

GIVEN, under my hand and seal of the Village of Northbrook, this 10th day of March, 2026.

_____
Kathryn L. Ciesla, Village President

ATTEST:

_____
Derek Gau, Village Clerk

PROCLAMATION

RECOGNIZING THE MONTH OF APRIL 2026 AS FAIR HOUSING MONTH

WHEREAS, April marks the 58th anniversary of the passage of the Fair Housing Act, which enunciates a national fair housing policy for all who live in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing is a positive community good. Economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are unacceptable to a common sense of decency and fairness.

NOW THEREFORE, I, Kathryn L. Ciesla, President by virtue of the authority vested in me by the laws of the Village of Northbrook, do hereby proclaim the month of April 2026 as

FAIR HOUSING MONTH

to establish Northbrook as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Northbrook.

GIVEN, under my hand and seal of the Village of Northbrook, this 10th day of March, 2026.

_____
Kathryn L. Ciesla, Village President

ATTEST:

_____
Derek Gau, Village Clerk

PROCLAMATION

RECOGNIZING THE MONTH OF APRIL 2026
AS CHILD ABUSE PREVENTION MONTH

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community. It can have long-term psychological, emotional, and physical effects that have lasting consequences for the victims of abuse. Per the Center for Disease Control, at least one in seven children have experienced child abuse or neglect in the past year. While more than 4 million referrals are made to child protection agencies, it is estimated that more than 100,000 cases of child abuse go unreported each year; and

WHEREAS, preventing child abuse and neglect from happening in the first place is the ultimate goal. Effective prevention strategies focus on modifying policies, practices, and societal norms to create safe, stable, nurturing relationships and environments. The pathway for prevention has an impact on individual behaviors as well as family, community, and society at large. Every child deserves the chance to grow up in a healthy environment, free from abuse, neglect, violence, or endangerment of any kind; and

WHEREAS, within this multi-system approach we can advocate to strengthen the economic support to families; change societal norms to support parents and positive parenting; provide quality care and education early in a child's life; enhance parenting skills to promote healthy child development and intervene through prevention programs to lessen the harm and prevent future risk of abuse. While child abuse and neglect is a significant public health problem, it is a situation that can be impacted by strategies of prevention and enforcement of related laws; and

WHEREAS, we all play a part in caring for our nation's children and supporting families. We need your commitment to preventing child abuse and neglect in order to help create neighborhoods, communities, and a world in which every child can thrive. Child abuse prevention is a shared responsibility, and finding solutions requires the involvement and collaboration of residents, civic organizations, schools, businesses, religious and health institutions, and government entities throughout Illinois. We need to strengthen these partnerships within our Northbrook community to increase awareness about child abuse and neglect. Our children are our most valuable resources and will shape the future of our community.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim the month of April 2026 as

CHILD ABUSE PREVENTION MONTH

in the Village of Northbrook and urge all Northbrook residents and businesses to join in its observance while dedicating ourselves to the task of improving the quality of life for all children and families.

GIVEN, under my hand and seal of the Village of Northbrook, this 10th day of March, 2026.

_____
Kathryn L. Ciesla, Village President

ATTEST:

_____
Derek Gau, Village Clerk

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Authorizing a Third Renewal of an Agreement for Plumbing Services with Drain & Plumbing Services, Inc. of Northbrook, Illinois

Overview
The Village contracts with a professional licensed plumbing contractor to perform annual testing of backflow prevention devices and periodic unplanned or emergency plumbing repairs related to the plumbing system maintenance at all Village-owned Facilities.

Fiscal Impact
The Draft Fiscal Year 2026-2027 Budget provides sufficient funds for this work in Account Nos. 11-4100-524-00, 11-4100-524-71, 11-4100-524-73, 11-4100-524-75, 11-4100-524-76, and 11-4100-524-77 within the General Fund - Maintenance Building and Grounds, the Water Production Fund Account No. 21-4170-524-82 (Maintenance - Building and Grounds), and Senior Housing Fund Account No. 15-7100-524-01 (Repairs & Maintenance - Building & Grounds). Funding for backflow prevention device testing and periodic unplanned or emergency repairs will be drawn from these accounts as needed at rates outlined in Exhibit A.

Recommendation
Approval.

Background
In February 2023, staff issued a Request for Proposals (RFP) for annual testing of backflow prevention devices, periodic unplanned or emergency plumbing repairs required to maintain the plumbing systems at all Village owned facilities ("Services"). The Village received two (2) responses to its RFP and staff determined that Drain & Plumbing Services, Inc. of Northbrook, Illinois ("Contractor") submitted the lowest, most responsive bid and was awarded the contract for the Services ("Agreement") with Resolution 2023-48.

The Agreement included an initial term, effective May 1, 2023 through April 30, 2024, with the option for up to four (4) one-year renewals upon mutual consent, with cost adjustments not to exceed the average annual increase of the Consumer Price Index (CPI) for the Chicago-Naperville-Elgin region over the previous 12-month period. The Contractor performed well during the initial term and during the first and second Renewal agreements. Both staff and the Contractor wish to renew the agreement with increases not to exceed the CPI which was 2.5% (“Renewal”). The term of the third Renewal will be from May 1, 2026, to April 30, 2027. The Renewal is included as Exhibit A.

Staff will be in attendance at the Village Board meeting for any questions that may arise.

A Resolution Authorizing a Third Renewal of an Agreement for Plumbing Services with Drain & Plumbing Services, Inc. of Northbrook, Illinois
Exhibit A - Plumbing Services Third Renewal Of Contract FY27

Resolution 2026-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing a Third Renewal of an Agreement for Plumbing Services with Drain & Plumbing Services, Inc. of Northbrook, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Public Works Department uses contractual assistance to perform annual testing of backflow prevention devices and periodic unplanned or emergency plumbing repairs related to the plumbing system maintenance at all Village-owned Facilities. These facilities have fire suppression or irrigation systems that require a backflow prevention device and annual testing by a licensed plumber.

In February 2023, staff issued a Request for Proposals (RFP) for annual backflow prevention device inspections and periodic unplanned or emergency plumbing repairs required to maintain the Village's plumbing systems (***"Services"***). The Village received two (2) responses to its RFP and staff determined that Drain & Plumbing Services, Inc. of Northbrook, Illinois (***"Contractor"***) submitted the lowest, most responsive bid for the Services and was awarded the contract ("***Agreement***") with Resolution 2023-48.

The Agreement included an initial term, effective May 1, 2023 through April 30, 2024, with the option for up to four one-year renewals upon mutual consent, with cost adjustments not to exceed the average annual increase of the Consumer Price Index (CPI) for the Chicago-Naperville-Elgin region over the previous 12-month period. The Contractor performed well during the initial term and during the first and second renewal agreements, and both staff and the Contractor wish to renew the Agreement with an average rate increase of 2.5% ("***Renewal***"). The term of the third Renewal will be from May 1, 2026, to April 30, 2027. The Renewal is included as ***Exhibit A*** to this Resolution.

The Fiscal Year 2026-2027 Draft Budget provides sufficient funds for this work in Account Nos. 11-4100-524-00, 11-4100-524-71, 11-4100-524-73, 11-4100-524-75, 11-4100-524-76, and 11-4100-524-77 in the General Funds - Maintenance Building and Grounds, Water Production Fund Account No. 21-4170-524-82 (Maintenance – Building and Grounds), and the Senior Housing Fund Account No. 15-7100-524-01 (Repairs & Maintenance – Building & Grounds). Funding for the Services will be drawn from these accounts as needed at rates outlined in ***Exhibit A***.

Based on these factors, staff recommends that the Board approve the Renewal in accordance with the prices set forth in ***Exhibit A***.

The President and the Board of Trustees have considered the Renewal and determined that it is in the best interests of the Village and the public to approve the Renewal.

Section 2. Approval of Renewal.

The Renewal with the Contractor to provide the Services during Fiscal Year 2026-27 at the costs outlined in ***Exhibit A*** is hereby approved.

Section 3. Authorization to Execute Renewal.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Services as needed, at the rates in ***Exhibit A***, from the Contractor during Fiscal Year 2026-27.

Approved:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK
PLUMBING SYSTEM MAINTENANCE

THIRD RENEWAL OF CONTRACT

THIS THIRD RENEWAL ("***Renewal***") is made and entered into by the **VILLAGE OF NORTHBROOK** ("***Village***"), an Illinois home rule municipality and the party named below as of the date of the last signature affixed hereto.

CONTACTOR/VENDOR: **Drain & Plumbing Services, Inc.**
3663 Woodhead Drive, Northbrook, IL 60062
ATTN: Michael Trayvas
anna.trayvas@gmail.com ("***Contractor***")

In consideration of the recitals and mutual covenants and agreements set forth in this Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Village and Contractor entered into that certain contractual agreement titled Plumbing System Maintenance dated as of April 11, 2023 (***"Contract"***), under which the Contractor agreed to provide periodic repair of various leaks and other related plumbing system maintenance and annual backflow prevention device testing services as more fully described in the Contract and the attachments thereto (collectively, ***"Services"***).

B. The Contract provided for an initial one-year term (***"Initial Term"***), which Initial Term expired on April 30, 2024.

C. The Contract provides that that the term of the Contract may be renewed and extended for up to four (4) annual terms upon mutual agreement of the Parties.

D. The Village has been satisfied with the Contractor's performance of the Services and the Contractor has agreed to continue to provide the Services as set forth in this Renewal.

Section 2. Definitions and Interpretation.

All capitalized words and phrases used throughout this Renewal have the means set forth in the various provisions of this Renewal. If a word or phrase is not specifically defined in this Renewal, it shall have the same meaning as in the Contract.

Section 3. Renewal of the Contract.

The Village and the Contractor hereby amend the Contract to renew and extend the Contract for a renewal term to commence on May 1, 2026 and end on April 30, 2027 ("***Renewal Term***). During the Renewal Term, the Village will pay the Contractor for the Services in accordance with the Renewal Fee Schedule attached to, and by this reference made a part of, this Renewal as ***Exhibit A.***

Section 4. Legal Effect of Renewal.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the Contract and the provisions of this Renewal, the text of this Renewal shall control.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized representatives.

ATTEST:

By:_____
Derek Gau, Village Clerk

Date:_____

VILLAGE OF NORTHBROOK

By:_____
Cara Pavlicek, Village Manager

Date_____

WITNESS:

By: Anna Trayvas

Date: 1-06-26

Drain & Plumbing Services, Inc.

By:_____
Michael Trayvas, President

Date: 1-6-26

EXHIBIT A

Renewal Fee Schedule

Plumbing Services						
Item		Description	Rate	Estimated Number of Visits Per Year	Estimated Hours Per Visit	Total Cost
1	Plumber	Hourly Rate Regular Time (7:00 am to 3:30 pm Weekdays)	$153.12	10	7	$10,718.40
2	Laborer	Hourly Rate Regular Time (7:00 am to 3:30 pm Weekdays)	$131.25	8	7	$7,350.00
3	Plumber	Hourly Rate Non-Regular Time (3:30 pm to 7:00 am Weekdays + Saturdays)	$229.68	3	7	$4,823.28
4	Laborer	Hourly Rate Non-Regular Time (3:30 pm to 7:00 am Weekdays + Saturdays)	$218.74	2	7	$3,062.36
5	Plumber	Hourly Rate Premium Time (Sundays + Holidays)	$273.43	2	7	$3,828.02
6	Laborer	Hourly Rate Premium Time (Sundays + Holidays)	$273.43	2	7	$3,828.02
7	Mobilization	Includes Mileage and Standard Plumbing Tools	$54.68	15	N/A	$820.20
8	Sewer Rodding	Fire Station 10 (every four months) - approximately 60 feet	$196.87	3	N/A	$590.61
					Total Annual Cost:	$35,020.89

The approximate quantities set forth above for each Unit Price Item are Owner's estimate only. The Owner reserves the right to alter the above quantities as required. The markup on materials shall not exceed 15%.

Renewal Fee Schedule for Annual Backflow Prevention Testing

Backflow Prevention Device Testing			
Size of Device	**Quantity**	**Price Per Inspection**	**Extended Price**
½-inch	3	$ 103.89	$ 311.67
¾-inch	7	$ 109.26	$ 764.82
1-inch	1	$ 169.52	$ 169.52
1.5-inch	1	$ 185.93	$ 185.93
2-inch	12	$ 235.14	$ 2,821.68
2.5-inch	1	$ 258.60	$ 258.60
3-inch	5	$ 306.24	$ 1,531.20
4-inch	5	$ 371.88	$ 1,859.40
6-inch	5	$ 497.65	$ 2,488.25
8-inch	1	$ 628.90	$ 628.90
		Total Annual Cost:	$ 11,019.97

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Authorizing a Third Renewal of an Agreement for Parkway Tree and Stump Removal Services from Advanced Tree Care, Inc. of Lincolnshire, Illinois

Overview
As part of managing the Village's parkway trees, staff periodically assess the condition of each individual tree to determine its overall health, as well as address emergency tree related services due to storm damage. If a tree is found to be dead or dying, the tree and its stump will be removed.

Fiscal Impact
The Fiscal Year 2026-2027 Draft Budget provides funding in General Fund Account No. 11-4100-531-80 (Climate Action Plan) for the contractual services in the total amount of $70,000, with $30,000 budgeted for tree removals and $40,000 for stump removals. Funding for tree and stump removals, as well as emergency services will be drawn from this account as needed at the rates outlined in Exhibit A.

Account	Account No.	Budget	Available	Request	Remaining	Within Budget
General Fund - Climate Action Plan Forestry Expenses	11-4100-531-80	$453,600	$453,600	$70,000	$383,600	Yes

Recommendation
Approval

Background

As part of managing the Village's parkway trees, staff periodically assess the condition of each individual tree to determine its overall health. If a tree is found to be dead or dying, the tree and its stump will be removed. Each tree and stump are removed as soon as practical for the health of the Village's trees and for the safety of the public. The Public Works Department utilizes contractual assistance for these removals to supplement Village crews.

In February 2023, staff issued a Request for Proposals (RFP) for contractual assistance to remove parkway trees & stumps and emergency tree related services ("Services"). The Village received three (3) responses to its RFP and staff determined that Advanced Tree Care, Inc. of Lincolnshire, Illinois ("Contractor") submitted the lowest, most responsive proposal and was awarded the contract for the Services ("Agreement") with Resolution 2023-49.

The Agreement included an initial term, effective May 1, 2023 through April 30, 2024, with the option for up to four (4) one-year renewals upon mutual consent, with cost adjustments not to exceed the average annual increase of the Consumer Price Index (CPI) for the Chicago-Naperville-Elgin region over the previous 12-month period. The Contractor performed well during the initial term and during the first and second Renewal agreements, and both staff and the Contractor wish to renew the agreement with the permitted CPI increase in an amount not to exceed 2.5% ("Renewal"). The term of the third Renewal will be from May 1, 2026, to April 30, 2027. The Renewal is included as Exhibit A.

Staff will be in attendance at the Village Board meeting for any questions that may arise.

A Resolution Authorizing a Third Renewal of an Agreement with Advanced Tree Care, Inc. of Lincolnshire, Illinois for Parkway Tree and Stump Removal Services
Exhibit A - Third Renewal for Tree & Stump Removal with Advanced Tree Care FY27

Resolution 2026-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing a Third Renewal of an Agreement with Advanced Tree Care, Inc. of Lincolnshire, Illinois for Parkway Tree and Stump Removal Services

is hereby adopted, as follows:

Section 1. Recitals.

Contractual assistance for tree and stump removal services of parkway trees is utilized to supplement operations of Public Works' tree maintenance crew. In February 2023, staff prepared a Request for Proposals ("***RFP***") for contractual assistance to remove parkway trees and stumps. The RFP also included unit costs for emergency tree related services due to extreme wind or ice storms, and also unit costs for non-parkway trees with limited access to be removed on a time and material basis (collectively, "***Services***"). Three proposals were received and Advanced Tree Care, Inc. of Lincolnshire, Illinois ("***Contractor***") submitted the lowest, most responsive proposal and was awarded the contract for the Services ("***Agreement***") with Resolution 2023-49.

The initial term for this Agreement was from May 1, 2023, through April 30, 2024. The Agreement with the Contractor includes the option for up to four one-year renewals with cost adjustments not to exceed the average annual increase of the Consumer Price Index (CPI) for the Chicago-Naperville-Elgin region over the previous 12-month period. The Contractor performed well during the first and second renewals and both staff and the Contractor wish to renew the Agreement with an average increase of 2.5% ("***Renewal***"). This is the third Renewal for the Services that will be from May 1, 2026 through April 30, 2027. The Renewal is included as ***Exhibit A*** to this Resolution.

The Draft Fiscal Year 2026-2027 Budget provides $70,000 in the General Fund Account No. 11-4100-531-80 (Climate Action Plan Forestry Expenses) for the Services – $30,000 for tree removals and $40,000 for stump removals. Funding for the tree and stump removals and emergency services will be drawn from this account as needed at the rates outlined in ***Exhibit A***.

Based on these factors, staff recommends that the Village Board authorize the Renewal in accordance with the prices set forth in ***Exhibit A***.

The President and the Board of Trustees have considered the Renewal and determined that it is in the best interests of the Village and the public to approve the Renewal.

Section 2. Approval of Renewal.

The Renewal with the Contractor to provide the Services during Fiscal Year 2026-27 at the costs outlined in ***Exhibit A*** is hereby approved.

Section 3. Authorization to Execute Renewal.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the procurement of the Services in accordance with the terms of the Renewal for Fiscal Year 2026-27.

Approved:

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

Village President

Village Clerk

VILLAGE OF NORTHBROOK
REMOVAL OF PARKWAY TREES AND STUMPS

THIRD RENEWAL OF CONTRACT

THIS THIRD RENEWAL ("***Renewal***") is made and entered into by the **VILLAGE OF NORTHBROOK** ("***Village***"), an Illinois home rule municipality and the party named below as of the date of the last signature affixed hereto.

CONTACTOR/VENDOR: **Advanced Tree Care, Inc.**
600 Industrial Dr., Lincolnshire, IL 60069
ATTN: Mike Bramucci
mike@advanced-treecare.com ("***Contractor***")

In consideration of the recitals and mutual covenants and agreements set forth in this Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Village and Contractor entered into that certain contractual agreement titled Parkway Tree and Stump Removal dated as of April 11, 2023 (***"Contract"***), under which the Contractor agreed to provide parkway tree and stump removal services as more fully described in the Contract and the attachments thereto (collectively, ***"Services"***).

B. The Contract provided for an initial one-year term (***"Initial Term"***), which Initial Term expired on April 30, 2024.

C. The Contract provides that that the term of the Contract may be renewed and extended for up to four (4) annual terms upon mutual agreement of the Parties.

D. The Village has been satisfied with the Contractor's performance of the Services and the Contractor has agreed to continue to provide the Services as set forth in this Renewal.

Section 2. Definitions and Interpretation.

All capitalized words and phrases used throughout this Renewal have the means set forth in the various provisions of this Renewal. If a word or phrase is not specifically defined in this Renewal, it shall have the same meaning as in the Contract.

Section 3. Renewal of the Contract.

The Village and the Contractor hereby amend the Contract to renew and extend the Contract for a renewal term to commence on May 1, 2026 and end on April 30, 2027 ("***Renewal Term***). During the Renewal Term, the Village will pay the Contractor for the Services in accordance with the Renewal Fee Schedule attached to, and by this reference made a part of, this Renewal as ***Exhibit A.***

Section 4. Legal Effect of Renewal.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the Contract and the provisions of this Renewal, the text of this Renewal shall control.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly

authorized representatives.

ATTEST:

By:_____
Derek Gau, Village Clerk

Date:_____

WITNESS:

By: Sayra Torres

Date: 1/16/26

VILLAGE OF NORTHBROOK

By:_____
Cara Pavlicek, Village Manager

Date_____

Advanced Tree Care, Inc.

By:_____
Mike Bramucci

Date: 1/16/26

EXHIBIT A

RENEWAL FEE SCHEDULE

1. **PARKWAY TREE REMOVALS - FY 2026/2027.** Exact annual quantities of trees removed will depend on various factors affecting the health and safety of parkway trees. The Owner reserves the right to adjust overall quantities of trees removed contractually during the current fiscal year in each size category.

ITEM NO.	DESCRIPTION	PRICE PER TREE (NOV. 1 - APR 30)	PRICE PER TREE (MAY 1 – OCT. 31)
1.A.	Class A Trees (up to 6")	$ 56.95	$ 56.95
1.B.	Class B Trees (7" to 14")	$ 199.32	$ 199.32
1.C.	Class C Trees (15" to 24")	$ 430.25	$ 430.25
1.D.	Class D Trees (25" to 36")	$ 797.04	$ 797.04
1.E.	Class E Trees (37"+)	$ 975.81	$ 975.81

2. **PARKWAY STUMP REMOVALS -FY 2026/2027.** Exact annual quantities of stumps removed will depend on various factors affecting the health and safety of parkway trees. The Owner reserves the right to adjust overall quantities of stumps removed contractually during the current fiscal year in each size category.

ITEM NO.	DESCRIPTION	PRICE PER INCH (4/1-4/30 and 10/1-11/30)	PRICE PER INCH (Jan-March, May-Sept. and Dec)
2.A.	Class A Stumps (up to 6")	$ 4.22	$ 4.22
2.B.	Class B Stumps (7" to 14")	$ 4.22	$ 4.22
2.C.	Class C Stumps (15" to 24")	$ 4.22	$ 4.22
2.D.	Class D Stumps (25" to 36")	$ 6.32	$ 6.32
2.E.	Class E Stumps (37"+)	$ 6.32	$ 6.32

3. **EMERGENCY TREE SERVICES** - The following labor and equipment rental rates are for furnishing emergency tree services assistance to the Village:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
3.A.	General Labor	Hour	$ 66.63
3.B.	Skilled (Climber) Labor	Hour	$ 87.13

3.C.	Supervisor/Foreman	Hour	$ 97.38
3.D.	Aerial Tower (min. 50' working heights)	Hour	$ 30.75
3.E.	Dump Truck (Capacity 15 c.y.)	Hour	$ 25.63
3.F.	Log Loader, Grapple or Clam Loader	Hour	$ 46.13
	Specify make/model/size of equipment here: _____		
3.G.	Chipper with Truck & Mounted Chip Box, Saws and Basic Equipment	Hour	$ 61.50
3.H.	Horizontal/Tub Grinder with min. 500 HP	Hour	$ 666.25
	Specify make/model/size of equipment here: _____		
3.I.	Front End Loader	Hour	$ 97.38
3.J.	Wood Chip Disposal	C.Y.	$ 8.73

CUSTOMER SERVICE PROVISIONS

1. Provide an English speaking field foreman to communicate directly with Owner's Project Supervisor. Provide name, cell phone and email address: Mike Bramucci 847-587-8600
2. Owner requires that all requests be responded to within 48 hours with 24 hours preferable.
3. Removal requests require to be completed within 5 weeks of submittal. Notice of work performance must be provided with a 48 hour notice, in writing, stating address and job name and estimated schedule and completion date.
4. Note that stump removals will be provided as a large list to be completed within 2 weeks of submittal, or pre-arranged date. Mainly the stump work will be requested in Spring (April) or Fall (October).

OPTIONAL

LIMITED ACCESS TREE REMOVALS – The Village is also seeking optional alternate pricing for the removal of trees on non-parkway, difficult to reach locations such as river banks, heavily wooded parcels, side/rear yard easements and private property (Village contracts for removal of private trees on occasion when a resident is unable to finance the removal. All payments for private property trees will be handled through the Village). If the alternate proposal is accepted, all work related to the removal of trees on limited access property shall be completed on an as needed basis.

Due to the uncertainty of access for trucks and equipment, possible overhead cable interference, fences, and other obstacles that may hinder the removal of trees, this work shall be quoted per location and paid for on a time and material basis.

The Village Forester will meet with the contractor on site to review the tree(s) to be removed and determine the best method to complete the work. The contractor shall provide an estimate for the work and, if approved, perform the work and invoice for the service in accordance with the following Time & Material pricing:

A. General Labor -	$ 66.63	/Hour
B. Skilled (Climber) Labor -	$ 87.13	/Hour
C. Supervisor -	$ 97.38	/Hour
D. Aerial Lift -	$ 30.75	/Hour
E. Chipper/Truck Combination -	$ 61.50	/Hour
F. Dump Truck -	$ 25.63	/Hour
G. Pick-up Truck -	$ 25.63	/Hour
H. Skid Steer -	$ 51.25	/Hour
I. Clam/Log Loader -	$ 46.13	/Hour
J. Front End Loader -	$ 97.38	/Hour
K. Crane -	$ 389.50	/Hour

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Amending the Master Construction Manager At Risk Agreement with Leopardo Construction, Inc. of Hoffman Estates, Illinois for the Demolition and Remediation Services at 3105 Walters Avenue

Overview

The vacant Village-owned single-family home on a one-acre parcel at 3105 Walters Avenue is contiguous with the Police Station and requires demolition and remediation.

Fiscal Impact

The Village of Northbrook's FY 2025-26 Annual Budget provides sufficient funds in Account No. 38-7800-703-00-33004 for various anticipated costs related to the development of a new Police Station including Construction Manager At Risk Services for the demolition and remediation of the property at 3105 Walters Avenue. The Village's spending authority under the A133 Agreement will be increased by $87,957 from $40,294,300 to $40,382,257.

Account	Account No.	Budget	Available	Requested	Remaining	Within Budget
Facility Capital Projects Fund - Police Station	38-7800-703-00-33004	$1,100,000	$1,090,166	$87,957	$1,002,209	Yes

Recommendation

Approval.

Background

On November 8, 2022, the Village Board approved Resolution 2022-106 authorizing the Village to enter into an AIA Document A133 Standard Form Agreement for Construction Manager At Risk services with Leopardo Construction, Inc. On January 14, 2025, Ordinance 2025-01 was passed by the Village Board approving a Purchase and Sale Agreement for the vacant single-family home at 3105 Walters Avenue, a one-acre parcel that is contiguous to the

current Northbrook Police Station. The additional acreage improves the feasibility of constructing a new police facility on this property. Alternatively, should the Village identify a larger parcel at another location in the Village that would allow for construction of a new facility, the 3105 Walters property could be sold along with the current site of the Police Station.

Following the purchase of the 3105 Walters Avenue property, Huff & Huff Inc. (the Village's contractual engineering firm) conducted a pre-demolition survey to assess the presence, general location, and estimated quantity of asbestos-containing materials (ACMs), lead -based paint (LBP), restricted universal waste (U-waste) and hazardous materials associated with the property. The United States Environmental Protection Agency (USEPA) requires that ACMs, LBP, U-waste, and hazardous materials to be identified and remediated prior to initiating demolition activities.

With this information, Leopardo Construction provided pricing for the demolition and remediation of the 3105 Walters Avenue property. The pricing for the demolition and remediation of the property is $87,957. If approved, this work will begin as soon as possible upon receipt of the appropriate permits from the Village of Northbrook and Cook County.

Staff recommends approval of a Resolution Authorizing an Amendment to Master Construction Manger At Risk Agreement for the remediation and demolition of 3105 Walters Avenue by Leopardo Construction, Inc. in the total cost not to exceed $87,957. Staff will be present at the Village Board meeting to address any questions that may arise.

Resolution Authorizing Remediation Demo Services of 3105 Walters
Exhibit A - 3105 Walters Ave Remediation and Demolition with Leopardo Construction

Resolution 2026-_____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Amending the Master Construction Manager At Risk Agreement with Leopardo Construction, Inc. of Hoffman Estates, Illinois for the Demolition and Remediation Services at 3105 Walters Avenue

is hereby adopted, as follows:

Section 1. Recitals.

Resolution 2022-106 authorized the Village to enter into an AIA Document A133 Standard Form Agreement for Construction Manager At Risk Services ("***Agreement***") with Leopardo Construction, Inc. ("***Contractor***"). On January 14, 2025, Ordinance 25-01 was passed by the Village Board approving a Purchase and Sale Agreement for the vacant single-family home at 3105 Walters Avenue ("***Property***"), a one-acre parcel that is contiguous to the current Northbrook Police Station.

As part of the Agreement, the Contractor provided pricing for the remediation and demolition services ("***Services***") for the Property. The cost of the Services identified by the Contractor is $87,957. Sufficient Funds are available in the FY 2025-26 Annual Budget for this work in Account 38-7800-703-00-33004. If approved, the Village's spending authority under the Agreement will be increased by $87,957.

Staff recommends amending the Agreement with the Contractor for the Services ("***Amendment***") in accordance with the rates set forth in ***Exhibit A***.

The President and the Board of Trustees have considered the Amendment and determined that it is in the best interests of the Village and the public to enter into the Amendment.

Section 2. Approval of Amendment.

The Amendment to the Agreement with the Contractor to include the Services outlined in ***Exhibit A*** is approved in a form acceptable to the Village Manager and Village Attorney.

Section 3. Authorization to Execute Amendment.

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Amendment only after receipt by the Village Clerk of at least three original copies of the Amendment executed by the Contractor and compliance by the Contractor with all conditions precedent to closing; provided however, that if such executed copies of the Amendment are not received by the Villager Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Amendment shall, at the option of the President and Board of Trustees, be null and void.

Approved:

RESULT:
MOVER:
SECONDER:
AYES:
NAYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

October 22, 2025

Mr. Kelly Hamill
655 Huehl Rd.
Northbrook, IL 60062

RE: Project Name: 3105 Walters Ave Single Family Demolition and Site Restoration
Address: 3105 Walters Ave
Northbrook, IL 60062

Dear Mr. Kelly Hamill :

We will provide the labor, material, and miscellaneous equipment required to complete the demolition, back fill and site restoration of the single family residence at 3105 Walters Ave, Northbrook, IL. Additionally, we will provide the labor, material, and miscellaneous equipment required to perform remediation work identified in the Huff & Huff, Inc. a Subsidiary of GZA PRE-DEMOLITION ASBESTOS, LEAD-BASED PAINT AND RESTRICTED UNVERSAL WASTE ASSESSMENT REPORT dated 7/30/2025 at the above referenced location.

TOTAL BASE BID..... $87,957.00

QUALIFICATIONS TO OUR BASE BID

1. All work shall be performed during normal working hours. Leopardo Construction does not include any costs for overtime, premium time, shift work, or material expediting fees.
2. We exclude all winter conditions, including temporary enclosures.
3. The hazardous material inspection reports will be furnished to the contractor for purposes of Cook County demolition permit application.
4. We exclude tree species, count and size identification as part of this proposal. This work is to be purchased by the owner separately from our work and information to be provided to contractor for application of permits as required.
5. We excluded tree replacement as may be required by the Villages tree replacement policy.
6. Local village permit to be applied for and paid for by the owner.
7. All other permits will be applied for by contractor and their subcontract, fees associated with these permits are to be paid for by the owner.
8. We exclude Builder's Risk Insurance.
9. We exclude disconnection/capping of water and sewer connections, this work is assumed to be performed by the owner. LOI and licenses as required by the County of Cook for application of demolition permit will be provided to the contractor by the owner.
10. Abandoned underground utilities shall remain in place.
11. Existing fences on the property are to remain.
12. Clearing, grubbing or tree removal outside of that which is determined necessary to facilitate demolition operations of the residence is excluded.
13. We have not included any additional work or modification of work in-place due to municipal and governing authority reviews, inspections, and comments beyond what is specifically detailed to be required for permit.
14. Project commencement and completion date shall be contingent upon issuance of demolition permits both from the County of Cook and the Village of Northbrook, fully executed owner contract and performance of hazardous materials inspection (whichever is the latest).

15. Project start date pending permits issued, 10-day NESHAP notification and/or contract awarded, whichever is latest.
16. This proposal is based on mutually agreed-to contract terms.
17. All testing and related costs are to be paid for by the owner.
18. Removal of unforeseen obstructions and filling of resulting voids is not included.
19. Soil remediation/dewatering of any kind is not included.
20. We have not included removal, replacement, or reconnection of existing field drainage tiles.
21. Existing wells or septic tank capping or removal is not included.
22. All work shall be performed in a timely and professional manner utilizing
23. IDPH licensed union personnel.
24. Transport all debris generated by demolition to legal disposal facilities.
25. Transport all recyclable materials to processing facilities.
26. No additional asbestos inspection, sampling or laboratory analysis.
27. Proposal includes tracking in basement void with clay materials with excavator. Structural fill is not included.
28. Please be advised that our proposal pricing is valid for 30 days from date of submission.
29. This proposal includes approximately 510 of 6' construction fence on movable stands for a duration of 1 month. If fencing is required beyond this time frame an additional rental fee of $250/month will apply.
30. This proposal includes removal of concrete and asphalt drive lanes after demolition of the residence.
31. We include early mobilization of machinery to install the required stabilized stone entrance per Village demolition permit requirements.
32. We include facilitating 1 temporary sanitary station through the duration of demolition.
33. We have EXCLUDED import and spread topsoil. We are carrying an allowance of $25,725 for this to be charged at a T&M basis at time of installation. All unused funds to be returned to owner.
34. Included is seeding and blanketing of approximately 1500 square yards.
35. We have excluded disconnection of utilities or allowances for such disconnections.

ALLOWANCES (included in our base bid)

1. $25,725 – For topsoil Import and spread as needed for restoration on T&M basis.

We look forward to the opportunity to work with you on your upcoming project. If you have any questions regarding this proposal, please contact me at our office.

Respectfully submitted,
LEOPARDO CONSTRUCTION

ACCEPTED: _____ **DATE:** _____
Cara Pavlicek
Village Manager

ACCEPTED: _____ **DATE:** _____
Derek Gau
Village Clerk

ACCEPTED: Ryan Rojas _____ **DATE:** **10/22/2025**
Ryan Rojas
Project Manager

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director Public Works Kelly Hamill
Date: 2026-03-10
Subject: An Ordinance Approving the Purchase of a Freightliner Cab and Chassis Unit from TransChicago Truck Group of Elmhurst, Illinois and Authorizing the Disposal of Unit 228 as a Surplus Vehicle Upon Receipt of the New Vehicle.

Overview

This purchase will replace Unit 228, a 2009 International 7400 Dump Truck, used for tasks including snow plowing, sanitary lift station maintenance, roadway patching and parkway restorations, will be replaced as it has reached the end of its useful life.

Fiscal Impact

The replacement of Unit 228 was identified in the FY27 – FY31 Capital Improvement Plan for Fiscal Year 2027 (attached as supplemental information). Funds were appropriated in the FY2027 Draft Budget in the General Fund account number 11-4100-708-00 (Vehicles) for the total purchase and upfitting amount of $262,597. The total cost of the 2027 Freightliner 108SD Plus cab and chassis with TransChicago Truck Group is $111,300, as outlined in Exhibit A. Staff is recommending a contingency in the amount of $2,500, for a total not to exceed spending authority on the cab and chassis in the amount of $113,800.

Account	Account Number	Draft Budget	Available	Request	Amount Remaining	Within Budget
General Fund - Vehicles	11-4100-708-00	$327,597	$327,597	$113,800	$213,797	Yes

Recommendation

Approval.

Background

As part of the Capital Improvement Plan (CIP) and FY Budget preparation processes, the

Village evaluates the overall condition of its fleet and recommends replacements based on a criteria of age, condition, maintenance history and mileage. Within the FY27 – FY31 CIP, there is an allocation for the replacement of Unit #228 (a 2009 International 7400 Dump Truck). Unit 228 is used by the Public Works Department for tasks including snow plowing, roadway patching and parkway restorations. This unit has met or exceeded the replacement criteria and has reached the end of its useful life and pursuant to this action will be declared surplus and disposed of.

The Village participates in several collective purchasing programs that specialize in competitive government purchasing, enabling the Village to secure more favorable pricing through economies of scale. These programs provide the Village with access to competitive pricing for vehicles.

The Village's Fleet Manager prepared specifications for a 2027 Freightliner 108SD Plus which best met the needs of the Village. The State of Illinois awarded Contract #24-416CMS-BOSS4-P-75584 for a 2027 Freightliner 108SD Plus cab and chassis to TransChicago Truck Group, from Elmhurst, Illinois (“Vendor”). This contract aligns with the Village's requirements for a replacement dump truck while satisfying the Village’s competitive procurement standards. Based on the Vendor’s current projected timeline for delivery of the Vehicle, delivery will occur in FY2026/27.

An Ordinance Approving the Purchase of a Freightliner Cab and Chassis Unit from TransChicago Truck Group of Elmhurst, Illinois and Authorizing the Disposal of Unit 228 as a Surplus Vehicle
Exhibit A - Trans Chicago Quote for New Unit 228
Supplemental Information - FY27-31 CIP Unit 228 FY27
Suplemental Information - State of Illinois Executed Contract for Dump Trucks

Ordinance 2026-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Approving the Purchase of a Freightliner Cab and Chassis Unit from TransChicago Truck Group of Elmhurst, Illinois and Authorizing the Disposal of Unit 228 as a Surplus Vehicle

is hereby adopted, as follows:

Section 1. BACKGROUND.

As part of the annual Capital Improvement Plan and Budget processes, the Village evaluates its current vehicles and equipment and makes recommendations for the replacement of older equipment based on its age, condition, maintenance history, and mileage.

The Draft FY26-27 Budget contains funding for the replacement of Unit #228 (a 2009 International 7400 Dump Truck). These vehicles are used by the Public Works Department for a variety of tasks including snow plowing, roadway patching and parkway restorations. Unit #228 has met or exceeded the replacement criteria and has reached the end of its useful life.

The Village participates in several collective purchasing programs that specialize in competitive government purchasing, enabling the Village to secure more favorable pricing through economies of scale. These programs provide the Village with access to competitive pricing for vehicles. The State of Illinois awarded Contract #24-416CMS-BOSS4-P-75584 for a 2027 Freightliner 108SD Plus cab and chassis ("***Replacement Cab and Chassis***") to TransChicago Truck Group, of Elmhurst, Illinois ("***Vendor***"). This contract aligns with the Village's requirements for a replacement dump truck while satisfying the Village's competitive procurement standards.

Based on these factors, Public Works staff recommends that the Village purchase the Replacement Cab and Chassis from the Vendor for the quoted not-to-exceed amount of $111,300. The quote is included with this Ordinance as ***Exhibit A***. Staff recommends including a contingency in the amount of $2,500 to address potential cost increases associated with the purchase for a total not-to-exceed spending authority of $113,800. Based on the Vendor's current projected timeline for delivery of the Replacement Cab and Chassis, delivery will occur in FY2026-27.

Upon receipt of the Replacement Cab and Chassis, they will be sent to a separate upfitter to have equipment such as a front mounted plow and wing plow, tailgate salt spreader ("***Equipment***") installed. The purchase and installation of this Equipment will be considered under a separate Village Board action. Sufficient funds for this Equipment are included in the Draft FY2026-27 Budget.

The President and the Board of Trustees have considered the disposal of Unit #228 and the purchase of the Replacement Cab and Chassis and have determined that it is in the best interest of the Village and the Public.

Section 2. DISPOSAL OF SURPLUS EQUIPMENT.

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that the following surplus vehicle is no longer necessary or useful to the Village, and the best interests of the Village would be served by its disposal:

(i) Unit #228 (VIN: 1HTWCAAR09J107788), a 2009 International 7400 Dump Truck

Section 3. MANNER OF DISPOSAL.

The Village Manager is hereby authorized and directed to dispose of Unit #228, in a manner most beneficial to the Village after the receipt and outfitting of the Replacement Cab and Chassis.

Section 4. APPROVAL OF EXPENDITURES.

The Village Manager is hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of a 2027 Freightliner 108SD Plus cab and chassis from the Vendor in an amount not to exceed $113,800.

Section 5. AUTHORIZATION TO EXECUTE CHANGE ORDERS.

The Village Manager and Village Clerk are authorized and directed to execute one or more change orders for additional work consisting of unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Vendor's proposal in an amount not to exceed $2,500.00, subject to budget appropriation and the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Section 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law, but in no event prior to March 10, 2026.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
NAYES:
ABSTAIN:
ABSENT:

_____
Village President

ATTEST:

_____
Village Clerk

Prepared for:
NORTHBROOK VILLAGE OF
1225 CEDAR LN

NORTHBROOK, IL 60062
Phone: 847-664-4130

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone: 815-509-9079
E-Mail:
duaneschaefer@transchicago.com

A proposal for
NORTHBROOK VILLAGE OF
Using State of Illinois Contract - CMS
JPMC Dump Trucks Patson – 24-416CMS-BOSS4-P-75584
CY2026 MY2027 – for orders received by 3-15-26
Customer Draft #4

Prepared by
TRANSCHICAGO TRUCK GROUP
Duane Schaefer

Feb 17, 2026

Freightliner 108SD Plus



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
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1225 CEDAR LN

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S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	SD PRL-30D (EFF:MY27 ORDERS)		
Data Version			
	SPECPRO21 DATA RELEASE VER 024		
Vehicle Configuration			
	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
	2027 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS	15	15
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK/TRAILER CONFIGURATION		
	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	DIRT/SAND/ROCK COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	FREIGHTLINER SD VOCATIONAL WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		

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	Description	Weight Front	Weight Rear
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000.0 lbs		
	EXPECTED GROSS COMBINATION WEIGHT : 43000.0 lbs		
Truck Service			
	FRONT PLOW/END DUMP BODY		
	EXPECTED TRUCK BODY LENGTH : 10.0 ft		
	MONROE TRUCK EQUIPMENT		
Engine			
	CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM		
Electronic Parameters			
	65 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
	PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED (STATIONARY APPLICATIONS)		
N	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
N	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM		
	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED		
	PTO SPEED 1 SETTING - 800 RPM		
*	NO FLEET SPEC FOR PARAMETERIZATION		
N	PTO MINIMUM RPM - 800		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCK, WITH PTO CONNECTIONS, NO INTERLOCKS		
	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION		
Engine Equipment			
	EPA 2010/GHG 2024 CONFIGURATION		

Prepared for:
NORTHBROOK VILLAGE OF
1225 CEDAR LN

NORTHBROOK, IL 60062
Phone: 847-664-4130

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	Description	Weight Front	Weight Rear
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES		
	BATTERY BOX FRAME MOUNTED		
	STANDARD BATTERY JUMPERS		
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	NON-POLISHED BATTERY BOX COVER		
	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM		
	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
	STANDARD CURVE BRIGHT UPPER STACK(S)		

	Description	Weight Front	Weight Rear
	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
	100 PERCENT DIESEL EXHAUST FLUID FILL		
	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	CUMMINS SPIN ON FUEL FILTER		
	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	FLEETGUARD PLAIN COOLANT FILTER		
*	1115 SQUARE INCH ALUMINUM RADIATOR		
	ANTIFREEZE TO -60F, OAT (NITRITE AND SILCATE FREE) EXTENDED LIFE COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION	10	
	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			

Prepared for:
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Description	Weight Front	Weight Rear
ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
2200 RPM PRIMARY MODE SHIFT SPEED		
2200 RPM SECONDARY MODE SHIFT SPEED		
ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 900 RPM		
MAXIMUM ENGINE SPEED FOR PTO OPERATION 2700 RPM		
MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 250 RPM		
MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		

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	Description	Weight Front	Weight Rear
	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
	CUSTOMER INSTALLED CHELSEA 871 SERIES PTO		
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210	
	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
	NON-ASBESTOS FRONT BRAKE LINING		
	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
	FRONT BRAKE DUST SHIELDS	5	
	FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	STANDARD KING PIN BUSHINGS		
	TRW TAS-85 POWER STEERING	40	
	POWER STEERING PUMP		
	4 QUART POWER STEERING RESERVOIR	5	
	OIL/AIR POWER STEERING COOLER	5	
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			

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1225 CEDAR LN

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	Description	Weight Front	Weight Rear
	18,000# FLAT LEAF FRONT SUSPENSION	290	
	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4	
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
	5.63 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	SPL140HD DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	5	5
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH PR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10
	REAR BRAKE DUST SHIELDS		5
	REAR OIL SEALS		
	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		40
	SPRING SUSPENSION - NO AXLE SPACERS		

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	Description	Weight Front	Weight Rear
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	STANDARD AIR MANAGEMENT UNIT		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
	AIR DRYER MOUNTED INBOARD ON RH RAIL		
	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS		
Trailer Connections			
	NO AIR HOSE HANGER		
	(2) QUICKFIT PROGRAMMABLE SOLENOIDS W/STATE RETENTION PLUMBED TO BACK OF CAB		
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
	PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
	NO TRAILER RECEPTACLE BRACKET		

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	Description	Weight Front	Weight Rear
Wheelbase & Frame			
	3800MM (150 INCH) WHEELBASE		
	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	10	180
	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
	1600MM (63 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.06 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.06 in		
	CALC'D FRAME LENGTH - OVERALL : 277.75 in		
	CALCULATED FRAME SPACE LH SIDE : 28.36 in		
	CALCULATED FRAME SPACE RH SIDE : 51.44 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	14 INCH PAINTED STEEL BUMPER		
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	NO MUDFLAP BRACKETS		
	NO REAR MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION		
	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB		

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	Description	Weight Front	Weight Rear
	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel			
	NO FIFTH WHEEL		
Fuel Tanks			
	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	POLISHED STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		92
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		80
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			

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Description	Weight Front	Weight Rear
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
SHORT FENDER WITH MUDFLAP		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
FREIGHTLINER NAME PLATES		
TUNNEL/FIREWALL LINER		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
SINGLE ELECTRIC HORN		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH SINGLE CONNECTION AT LH FORWARD		
HEADLIGHTS OFF WITH IGNITION OFF, WITH DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		

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	Description	Weight Front	Weight Rear
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
	RH AND LH ELECTRIC POWERED WINDOWS		
	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior			
	RUGGED TRIM PACKAGE		
	GRAY & CARBON VINYL INTERIOR "RUGGED"		
	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
	MOLDED DOOR PANEL		
	MOLDED PLASTIC DOOR PANEL		
	BLACK MATS WITH SINGLE INSULATION		
	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
	FORWARD ROOF MOUNTED CONSOLE		
	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
	LH AND RH KICKPLATES		
	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
	(2) CUP HOLDERS LH AND RH DASH		
	M2/SD DASH		
	HEATER, DEFROSTER AND AIR CONDITIONER		
	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	BINARY CONTROL, R-134A		

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	Description	Weight Front	Weight Rear
	PREMIUM INSULATION		
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	PREMIUM LED CAB LIGHTING		
	NO SECURITY DEVICE		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	KEY QUANTITY OF 4		
	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
	NO MATTRESS	-20	-15
	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM		
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

*	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	$C1B0082ZZ,C1C0083ZZ,C1D0084ZZ,C1E0085ZZ		
	ELECTRONIC ACCELERATOR CONTROL		
	NO INSTRUMENT PANEL-DRIVER		

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	Description	Weight Front	Weight Rear
	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
	ENGINE PTO SPEED CONTROL WITHOUT INTERLOCKS		
	BRIGHT ARGENT FINISH GAUGE BEZELS		
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	2 INCH ELECTRIC FUEL GAUGE		
N	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR 1 UNDER CAB, CONNECTOR 2 BETWEEN SEATS, BOTH W/CAPS		
	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		

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	Description	Weight Front	Weight Rear
	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
	NO OBSTACLE DETECTION SYSTEM		
	NO DR ASSIST SYSTEM		
	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ		
	NO LANE DEPARTURE WARNING SYSTEM		
	NO OVERHEAD INSTRUMENT PANEL		
	1 QUIKFIT PROGRAMABLE MODULE (QPMXMC) W/ (8) 20AMP FUSED RELAYS		
	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
	DASH MOUNTED RADIO		
	(2) RADIO SPEAKERS IN CAB		
	NO AM/FM RADIO ANTENNA		
	POWER AND GROUND WIRING PROVISION OVERHEAD		
	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
	CB ANTENNA BRACKET AND LEAD LH MIRROR MOUNTED, NO ANTENNA	2	
	SHARKFIN MULTI-BAND ANTENNA, CENTRAL ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
	INTEROPERABLE SDAR ANTENNA		
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	STANDARD VEHICLE SPEED SENSOR		
	ELECTRONIC 3000 RPM TACHOMETER		
	DETROIT CONNECT PLATFORM HARDWARE		

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	Description	Weight Front	Weight Rear
	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
	IGNITION SWITCH CONTROLLED ENGINE STOP		
	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
	NO TRAILER HAND CONTROL BRAKE VALVE		
	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY WHEN PARK BRAKE SET, TRANSITION TO SLOWEST SPEED		
	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
	NO WRG/SW-OPTL #2,CHAS,AIR		
Design			
	PAINT: ONE SOLID COLOR		
Color			
	CAB COLOR A: L0635EY DK GREEN ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	STANDARD BLACK BUMPER PAINT		

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	Description	Weight Front	Weight Rear
	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	7859 lbs	4338 lbs	12197 lbs
Total Weight+	7859 lbs	4338 lbs	12197 lbs

Extended Warranty

ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX

TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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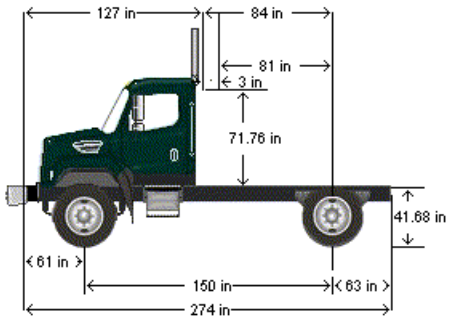
D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) ..... 3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in) 3.0

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	127.0
Bumper to Centerline of Front Axle (BA)	61.4
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	84.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	81.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	147.0
Cab Height (CH)	71.8
Wheelbase (WB)	149.6
Frame Overhang (OH)	63.0
Overall Frame Length	277.8
Overall Length (OAL)	274.0
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
NORTHBROOK VILLAGE OF
1225 CEDAR LN

NORTHBROOK, IL 60062
Phone: 847-664-4130

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK GROUP
776 N. YORK STREET
ELMHURST, IL 60126
Phone: 815-509-9079
E-Mail:
duaneschaefer@transchicago.com

G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	18000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	23000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	41000
Expected GCW (lbs)	43000.0
Front Axle (400)	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	18,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW TAS-85 POWER STEERING
Rear Axle (420)	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094)	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	18000	23000
Suspension	18000	26000
Hubs	23000	26000
Brakes	20000	23000
Wheels	20000	31200
Tires	20000	24020
Power Steering	18000	N/A
GAWR (per axle)	18000	23000
GAWR (per axle system)	18000	23000
Expected Load (per axle system)	18000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	41000	
Expected GVWR	41000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) ..... 3800MM (150 INCH) WHEELBASE
Frame Rails (546) ..... 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 21.6
RBM (per rail) (lbf-in) 2592000
Inner Frame Reinforcement (547) ..... NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) ..... TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	3800MM (150 INCH) WHEELBASE
Frame	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	21.60
Frame RBM - per rail (lbf-in)	2592000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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1225 CEDAR LN

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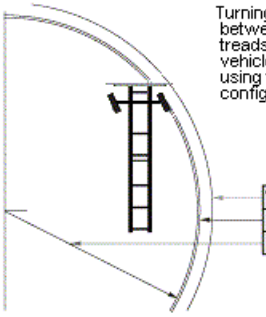
T U R N I N G R A D I U S



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	51.2	+/- 3.0
Curb to Curb Diameter (ft)	44.5	+/- 3.0
Turning Radius (ft)	21.7	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) .....3800MM (150 INCH) WHEELBASE
Front Tires (093).....CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in) 12.4
Front Axle (400)..... DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in) 71
Bumper (556) ..... 14 INCH PAINTED STEEL BUMPER
Width (in) 97.6
Bumper Miter to Front Axle (in) 66.112
Primary Steering Location (003) ..... LH PRIMARY STEERING LOCATION
Steering Gear (536).....TRW TAS-85 POWER STEERING
Dual Steering Gear .....NONE
Ram.....NONE
Rear Axle (420) .....MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624) .....NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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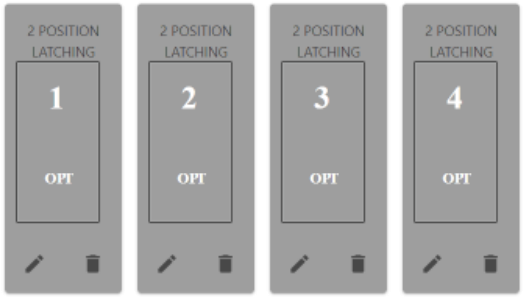
S W I T C H S E L E C T O R - 4 C H - D A S H P A N E L



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SWITCH SELECTOR - 4Cx - HARDWIRED SWITCHES

switch #1 switch #2 switch #3 switch #4

Prepared for:
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SWITCH SELECTOR - 4CG - AUXILIARY PANEL

Prepared for:
NORTHBROOK VILLAGE OF
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Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
26,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
18,000# FLAT LEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
3800MM (150 INCH) WHEELBASE
NO FIFTH WHEEL
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

BALANCE DUE – bare chassis only	**(LOCAL CURRENCY)**	**$**	**111,296**	**$**	**111,296**

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Sales Order the terms (a) “Dealer” shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) “Purchaser” shall mean the party executing this Sales Order as such on the face hereof, and (c) “Manufacturer” shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.

3. Notwithstanding any terms and conditions contained in Purchaser’s Purchase Order, Purchaser agrees that Dealer’s terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser’s terms and conditions and agrees to be bound exclusively by Dealer’s terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.

4. All used motor vehicles which are to be traded in as part of the consideration for the motor vehicle ordered hereunder are subject to Dealer’s Trade Terms and Conditions which are incorporated herein by reference. Although Dealer may provide Purchaser with an initial appraisal(s) of the value of and allowance for any used motor vehicle, such initial appraisal and allowance are not binding. Each used motor vehicle shall be reappraised at that time of actual delivery to Dealer for acquisition, and such reappraisal value shall determine the actual allowance made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided, however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.

5. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his or its property free and clear of all liens and encumbrances except as otherwise noted within.

6. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder or to comply with any of the other terms of this Sales Order, to retain any cash deposit made by Purchaser without the waiver of any other right or remedy available to Dealer.

7. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer’s orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Sales Order either before or subsequent to delivery thereof to Purchaser.

8. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Sales Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

9. The price for the motor vehicle specified on the face of this Sales Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Sales Order, regardless of which party may have primary tax liability therefor.

10. There are no warranties, whether expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis for which the warranty shall be limited to such warranty as provided for in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser and Dealer. The printed new vehicle warranty delivered to Purchaser with such vehicle or chassis is made a part hereof as though fully set forth herein, and it is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11. Any used motor vehicle sold to Purchaser by Dealer under this Sales Order is sold at the time of delivery by Dealer without any guarantee or warranty, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser by Dealer.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Sales Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Sales Order.

13. In the event Purchaser desires to modify or otherwise change the equipment content of a vehicle specifically ordered for him from the Manufacturer, the change will be made only if the Manufacturer has sufficient time to accommodate the request. Moreover, any service charge or fee made by the Manufacturer as a result of such request will be borne by the purchaser.

14. The parties agree that they will comply with all Federal, State, and local laws and regulations, including those governing and/or restricting export of products or any technical data relating thereto outside of the United States. In carrying on Purchaser’s business, each of Purchaser, its officers, directors, employees or agents (collectively and individually in this clause “Purchaser”) must comply with its obligations under the law including without limitation, the following: (a) not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Order, including those of the United States of America’s Foreign Corrupt Practices Act (“FCPA”), and any similar anti-corruption or anti-bribery laws and regulations applicable to the

Purchaser or related to this Order: (b) not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; (c) warrants that as at the date of this Order, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. Purchaser must provide written notification to Dealer within ten (10) days of any of the above persons becoming such official, employee or candidate; (d) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations; and (e) certifies that no vehicle or chassis subject to this Order, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Purchaser (or by any employee or contractor of Purchaser) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by Purchaser from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 779 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation. Purchaser will designate an officer to be responsible for compliance with all such legislation and upon the request of Dealer will certify compliance with such legislation. In the event Purchaser breaches its obligations under this paragraph, or Dealer learns of or has a reasonable suspicion that Purchaser has breached this paragraph, notwithstanding any other provision hereunder to the contrary, Dealer may immediately terminate this Order and Purchaser hereby waives any and all claims against Dealer for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that Purchaser may incur by virtue of such termination.

15. Purchaser shall, from the execution of this Order and for a period of one (1) year after the completion of this Order maintain all records, together with such supporting or underlying documents and materials, related to the motor vehicle ordered hereunder, including but not limited to all records related to the use, the location(s) of such use, the repair and the sale, lease or other transfer of such motor vehicle or any interest therein, as well as Purchaser’s compliance with the FCPA and any other applicable anti-corruption or anti-bribery laws or regulations. Purchaser shall at any time requested by Dealer whether during or after completion of this Order, with five (5) days’ notice and at Purchaser’s own expense make such records available for inspection and audit (including copies and extracts of records as required) by Dealer. Such records shall be made available to Dealer during normal business hours at a time and location that is convenient for Dealer.

16. Documentary Fee. Documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning 1/1/20 was $300. The maximum amount that may be charged for a documentary fee is the base documentary fee of $300, which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

17. Purchaser shall pay on demand all of Dealer’s cost and expenses, including its attorney’s fees incurred in enforcing the terms of this Sales Order, including but not limited to defending any claims by Purchaser, collecting any payments due hereunder or repossessing the vehicle.

18. The remedies herein reserved shall be cumulative and in addition to any further remedies provided to Dealer whether at law or in equity. No delay or failure by the Dealer to exercise or enforce at any time, any right or provision in this Sales Order, will be considered a waiver thereof or of Dealer’s right thereafter to exercise or enforce each and every right and provision of this Sales Order. To be valid, any waiver shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

19. This Sales Order has been negotiated, executed and delivered in Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of any other state.

20. Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located in DuPage County, Illinois regarding any disputes regarding this matter. Purchaser waives any trial by jury and waives any objection based on improper venue or forum non conveniens in any action or proceeding to which Purchaser and Dealer may be parties arising out of, or in connection with, or in any way pertaining to this Sales Order. It is agreed and understood by Purchaser that this waiver constitutes a waiver of trial by jury of all claims by Purchaser against the Dealer. This waiver is knowingly, willingly and voluntarily made by Purchaser and Purchaser hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to, in any way, modify or nullify its effect. Purchaser further represents and warrants that it either has been represented in the signing of this Sales Order and the making of this Sales Order by the attorney of its choosing , or it has had time to seek independent counsel selected of Purchaser’s own free will, and to discuss the terms and conditions of this Sales Order with such counsel.

21. In the event that any provision of this Sales Order shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed on this Sales Order by any court, this Sales Order shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all provisions hereby which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

22. All notices and other communications required hereunder shall be in writing and delivered by personal delivery, overnight delivery service, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

23. To the full extent permitted by laws, Purchaser waives all rights against Dealer for any damage to its property or that of third parties, or for injury to any person, however caused. In no event shall Dealer’s total liability exceed Dealer’s anticipated net profit on the specified purchase price of the vehicles covered by this Sales Order.

24. This Sales Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneously oral negotiations, commitments and understandings of the parties, except as otherwise expressly set forth in this Sales Order. This Sales Order may not be changed or amended except by writing and executed by both Purchaser and Dealer.

25. Customer must hold title for a minimum of 12 months from retail sale date. Selling trucks earlier will result in volume reduction and a $ 15,000 per unit penalty. Initial Here_____

26. units need to be funded before December 2026. Initial Here_____

IN WITNESS WHEREOF, the Purchaser has executed these terms and conditions as of the date herein written below.

_____ _____ _____

Purchaser Title Date

V2020.1

Fund: General Fund **FY 2027 - FY 2031**

Department: Public Works Department
Project Type: Vehicle Replacement
Project Name: Unit 228: 2009 International Dump Truck
Cost: $262,597

Priority Code: A - Essential and immediate need
CAP Item: Yes
Grant Funding: No

Overview

The purchase of a replacement heavy-duty dump truck for the Public Works Department is crucial to support street maintenance and snow plowing operations. Based on a thorough condition assessment, the existing unit is reaching the end of its use life, necessitating a replacement. This replacement vehicle will be utilized in transporting materials, clearing snow, and maintaining safe and well-maintained streets, ensuring the smooth functioning of public infrastructure and services. The replacement vehicle will be equipped with a front and wing plow both are included in the cost of the vehicle which will lead to reduced plow cycle times. The increased cost of this vehicle ($50,000) accounts for new emissions standards that have increased the cost of engines in these vehicles.

Cost Schedule

	Actuals		Budget	Estimate	Recommended Budget				
Project	**FY 24**	**FY25**	**FY 26**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**FY 30**	**FY 31**
Unit 228: 2009 International Dump Truck	-	-	-	-	262,597	-	-	-	-

Planned Financing

	FY 24	FY25	FY 26	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Grants	-	-	-	-	-	-	-	-	-
Operating Revenues	-	-	-	-	-	-	-	-	-
Fund Bal Drawdown	-	-	-	-	-	-	-	-	-
Debt <=5 Years	-	-	-	-	-	-	-	-	-
To Be Determined	-	-	-	-	262,597	-	-	-	-



STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Dump Trucks Patson
24-416CMS-BOSS4-P-75584

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Dump Trucks Patson
24-416CMS-BOSS4-P-75584

VENDOR

Vendor Name: Patson Inc., dba TransChicago Truck Group	Address (City/State/Zip): 776 N York Rd, Elmhurst, IL 60126
Signature: [redacted]	Phone: Duane Schaefer Cell: 815-509-9079 office 630-279-0600
Printed Name: P Douglas Cayce	
Title: President	Email: dschaefer@transchicago.com
Date: 1/16/2025	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature: [redacted] 2/19/25	
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 23-416CMS-BOSS4-R157827
- Project Title: JPMC Dump Trucks Patson
- Contract #: 24-416CMS-BOSS4-P-75584
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-41660
- BidBuy / Bulletin Publication Date: 06/13/2024
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: To establish a Joint Purchase Master Contract (JPMC) for single axle, tandem axle, super tandem axle dump trucks and accessories to be purchased on an as needed basis during the contract period.

This JPMC may be utilized by all governmental units and qualified not-for-profit agencies as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. Each piece of the dump truck equipment must include all items cataloged as standard or safety related appearing in the manufacturer's regular published specifications and includes any tools, parts, and/or accessories not specifically called for but required for proper operation. Any additions, deletions or variations from the following specifications must be approved by the ordering entity.

1.2.2. The Vendor will provide the ordering entity with the necessary information for title, licensing, registration, and warranty, etc.

1.2.3. Vendor will provide dump trucks that are new, unused and the manufacturer's current models in production at the time of order, unless otherwise indicated.

1.2.4. Remanufactured or reconditioned vehicle/equipment will not be accepted. Vehicle/Equipment shall be completely prepared for delivery by dealer in accordance with manufacturer's specifications and the options ordered.

1.2.5. All vehicles must comply with all applicable Federal and State motor vehicle safety standards and governmental emission requirements in effect at the time of purchase.

1.2.6. All vehicles shall comply with all current Federal Motor Vehicle Safety Standards and Regulations to safely operate on all U.S. highways and public roads.

1.2.7. All vehicles shall be inspected as required to meet all local laws and regulations.

1.2.8. The State will not accept a vehicle displaying a dealer logo of any kind on any portion of the vehicle (e.g., decals, mud flaps, license plate frames, etc.).

1.2.9. Vendor will ensure that all new vehicle information, as required by applicable laws and regulations, shall be affixed at the time of delivery (e.g., window sticker, Environmental Protection Agency (EPA) mileage information, body builder

certification, weight, and maximum passenger capacity, reporting erratic driving, etc.).

1.2.10. Unless the State specifies otherwise in the Contract, all vehicles must be equipped with all original manufacturers' equipment advertised as standard consumer equipment. Deletions of standard equipment offered by the manufacturer is not permitted. All standard equipment, including any optional equipment indicated shall be original manufacturer's' equipment, shall not consist of substitute of aftermarket equipment unless the equipment is not offered by the manufacturer, installed and fully functional upon delivery.

1.2.11. All vehicles must be equipped with original manufacturer tires of the size and load range required by the manufacturer for the vehicle model and/or gross vehicle weight rating (GVWR), unless specified otherwise in the option line item. If called for or offered as standard equipment, spare tire, wheel, and carrier (hold down) to be included on all vehicles.

1.2.12. Mileage on vehicles shall not exceed 1,500 miles at time of delivery.

1.2.13. The Finish application and adhesion is a very important aspect of a finished snow and ice removal truck. It is a necessity that ALL manufactured ferrous equipment attach to a truck be completely sand or media blasted to remove all mill scale, oils, rust, shipping primers or other contaminants from its surfaces. This includes all mounting brackets, snowplow hitch, underbody scraper, wings, pintle plate, oil tank, valve enclosures and dump bodies. All of this snow equipment shall be powder coated. All items must be coated individually prior to any assembly that is needed. The powder will be equal to a TGIC Super Durable polyester powder with additives for UV and wear resistance. The powder coating shall conform to and meet a minimum of 1,500 hours salt spray test per ASTM B-117 testing.

1.2.14. Governmental units and qualified not-for-profit agencies not under CMS's Division of Vehicles' (DOV) Usage or Non-Usage Program may utilize their own purchase order system.

1.2.15. Governmental units and qualified not-for-profit agencies not deemed as State Agencies may utilize their own purchase order system.

1.2.16. In the event that a vehicle model is discontinued and to ensure availability of vehicles to governmental units and qualified not-for-profit agencies, the Vendor may be requested to provide an alternate model meeting specification. Any substitutions for discontinued vehicles will be conducted and approved through a formal amendment.

1.2.17. Vendor will be in a position to render parts and service as soon as possible as many dump truck types are used during emergencies where operation of the equipment must be given priority.

1.2.18. The Vendor must be capable of providing genuine parts, assemblies and accessories as supplied by the original equipment manufacturer (OEM) for basic dump trucks and options. Remanufactured and/or reconditioned equipment will not be accepted.

1.2.19. There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements for the contract period. Due to a multiple award, orders shall be placed in accordance with Attachment A.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

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1.3.2. If applicable, it is the Vendor's responsibility to inform Department of Central Management Services (CMS) of the manufacturer's start up for order entry availability and order cut-off dates.

1.3.3. Vendor will apprise CMS BOSS or ordering entities with most current ordering and delivery timelines (i.e., 85 days, 120 days, etc.).

1.3.4. The Vendor will be expected to take an active role in communicating the contract and its provisions to using governmental agencies or qualified not-for-profit agencies. However, such communications will generally be initiated by the potential or current using governmental agencies or qualified not-for-profit agencies.

1.3.5. **Warranty:**

1.3.5.1 The Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty and unless otherwise specified, full-coverage warranty for at least 12 months shall be provided, starting from the time of delivery. The warranty shall be the standard maximum coverage warranty offered that includes materials and labor with no additional charges. Any extended warranty that is effective past the expiration of the manufacturer's warranty will be passed on to the State.

1.3.5.2 Unless otherwise specified, Manufacturers' standard warranty shall be provided. The Vendor must be capable of furnishing original product warranty and manufacturer's related services such as product information, product recall notices, etc. **Warranty shall commence at the in-service date of the ordering entities.** If any equipment fails to conform to the warranties during the applicable warranty period, the Vendor or Manufacturer will adjust, repair, or replace the equipment at no charge to the entity based on a mutually agreed upon timeframe, once notified by the Agency. The equipment will be repaired on-site and at no additional cost.

1.3.5.3 The Vendor may provide or perform warranty service at the nearest dealer location if on-site repair is not possible. Vendor shall facilitate pickup and delivery of the equipment at Vendor's cost if warranty repair(s) are made off-site during the warranty period. The Vendor is responsible for any failure of their allied or subcontractors' fulfillment of said warranties. Failure to provide this service shall result in a "Complaint to Vendor" that could affect future bid awards.

1.3.5.4 The Vendor shall assist the purchaser in reaching a solution in a dispute over any warranty's terms with the manufacturer.

1.3.5.5 The Vendor warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

1.3.5.6 Vendor shall furnish the warranty card for each vehicle, imprinted with the name of the governmental unit or qualified not-for-profit agency that is being invoiced for the purchase. For governmental units deemed State Agencies, indicating "State of Illinois" is not sufficient identification on the warranty card.

1.3.6. Vendor will ensure that all governmental units and qualified not-for-profit agencies that have made purchases receive timely updates of information related to vehicle warranties, recall notices, services manuals, service bulletins and services schooling available.

1.3.7. **Training:**

1.3.7.1 Vendor will provide qualified factory or dealer personnel upon delivery or agreed upon date to perform instruction/demonstration on the dump truck at no additional cost to the ordering or using entity. The vendor must train end users in the proper, safe operation of the unit and any and all auxiliary items. Training to include: preparation, calibration, maintenance, troubleshooting, and repair.

1.3.7.2 Training arrangements will be coordinated upon notification of impending delivery of the dump trucks. Training may require more than a single business day to satisfy this requirement.

1.3.7.3 The Vendor shall provide a training video for service personnel and operators at each delivery location. The video shall include currently produced and installed equipment and accessories with chassis components, body company components, their function and required service. The content will be subject to the approval of the ordering entity.

1.3.8. Vendor will provide the source name and contact information for the diagnostic software/tools necessary for the repair and maintenance of the dump truck(s), if requested. This may include all allied equipment provided with the vehicle.

1.3.9. For all other ordering entities, Manual preference will be determined by the ordering entity.

1.3.9.1 Vendor will provide an accompanying owner/operator manual for all the dump truck(s) ordered. This manual shall provide detailed instruction for general/scheduled maintenance as well as the repairs normally undertaken during the life of the vehicle. Manual(s) may be in hard copy or electronic, as requested by the ordering entity.

1.3.9.2 IDOT—An electronic version of these manuals, schematics, parts lists etc. shall be provided to: Central Office Fleet Administration Unit, Room 301, 2300 South Dirksen Parkway, Springfield, Illinois 62764.

1.3.9.3 IDOT—The electronic version, in PDF format, of this information for all vehicles purchased for the year, shall be indexed by the VIN number of the truck, and include all components used to construct the matching vehicle. This shall be accomplished by an external hard drive forwarded to the above address.

1.3.9.4 IDOT—Quick reference copies of all operators' controls shall be provided in cab, laminated sheets on a ring binder is preferred.

1.3.10. Parts and Service Information/Training: The vendor shall provide access to an internet-based parts and service website covering engine, and all chassis components. The website should be for the purpose of viewing applicable information for each dump truck, but not for ordering repair parts other than those needed for warranty work at the expense of the vendor. USB/flash drives shall also be provided for all allied equipment. Two copies of the USB/flash drives shall be sent to the ordering entity. The ordering entity shall have the right to make more copies if needed.

Website address: www.dtnaportal.com

1.3.11. For governmental units such as CMS Division of Vehicles, the Illinois State Police (ISP) or the Secretary of State (SOS): If the delivery time of the vehicle(s) and State's receipt of the applicable invoice will not occur on or before July 31st, then it shall be the responsibility of the Vendor to inform CMS and mutually agree upon a new order cut-off date for State of Illinois vehicles that would allow vehicles to be delivered and invoiced on or before July 31st.

1.3.12. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each vehicle shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.3.13. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor must be a licensed new vehicle dealer in accordance with the Illinois Motor Vehicle Code, Section 625 ILCS 5/5-101.

1.4.2. Vendor must be an established manufacturer or their authorized dealer for the duration of the contract. Any dealer hereby guarantees that it is an authorized dealer of the manufacturer, and that the manufacturer has agreed to supply the dealer with all quantities of products required by the dealer in fulfillment of its obligations under this contract with the State. Vendor must submit authorized dealer letter upon request.

1.4.3. The Vendor may be required to submit a letter from the manufacturer to evidence the Vendor's authority to distribute the manufacturer's equipment at CMS' request.

1.4.4. The manufacturer and approved subcontractors of the equipment proposed must have been actively involved in the manufacture of the equipment called for in the solicitation for a period of not less than 5 years.

1.4.5. **Vendor Responsibility:** It shall be the responsibility of the vendor to ensure that all subcontractors comply with the specifications when performing under this contract. It shall also be the responsibility of the vendor to ensure that all material and workmanship performed by the subcontractors is of the utmost quality and acceptable to the State. Should any equipment be deemed unacceptable by the State it shall be the vendor's responsibility to ensure that the equipment is corrected in a timely manner that is acceptable. In the event the vendor does not comply, the State reserves the right to have the equipment put in an acceptable condition by a contractor of their choice at the expense of the prime vendor.

1.4.6. Vendor compliance to all contract requirements will be monitored. A "Complaint to Vendor" form will be filed with Department of Central Management Services-Bureau of Strategic Sourcing (BOSS) and the vendor when an infraction occurs. Failure to immediately resolve the complaint may cause contract cancellation.

1.4.7. Vendor will designate a customer service representative who shall be responsible for addressing ordering and purchasing issues pertaining to this Contract. Vendor will notify CMS with any changes to the representative.

Duane Schaefer, cell: 815-509-9079, office: 630-279-0600, dschaefer@transchicago.com

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any governmental unit or qualified not-for-profit agency location within the State of Illinois. Delivery locations will be identified on individual orders. Vendor shall coordinate delivery location requirements with ordering entity prior to shipment. The minimum order is one (1) dump truck for F.O.B. Destination.

1.5.2. The minimum order for accessories and/or parts is $100.00 for F.O.B. Destination. For any order less than the minimum, the additional freight charge will be added to the invoice as a separate line item and a copy of the freight bill will be submitted with the invoice for payment. The delivery charge for any order less than the minimum shall not exceed 10% of the total order amount.

1.5.3. Vendor shall ensure that dump trucks are completely prepared for delivery in accordance with the manufacturer's specifications and options ordered. All ordered options will be installed and functional prior to delivery.

1.5.4. **Prior to delivery:** Vendor's pre-delivery services must be performed in accordance with the manufacturer's procedures and shall include but not be limited to cleaning the vehicle(s): interior minimum of vacuuming and wiping down all surfaces, washing windows; exterior minimum of washing that entails removal of dirt, pollen, debris, snow, and ice, washing windows, and installation of options that are not factory installed.

1.5.4.1 Tuning the engine.

1.5.4.2 Testing the operation of all accessories.

1.5.4.3 Testing electrical, hydraulic and air systems.

1.5.4.4 Charging batteries.

1.5.4.5 Inflating tires to recommended pressures.

1.5.4.6 Lubricating all Zerk fitting and friction points.

1.5.4.7 Filling all lubricant and fluid reservoirs.

1.5.5. At the time of delivery, the Vendor must provide the following information to the purchaser:

1.5.5.1 A certificate of origin for each vehicle.

1.5.5.2 Two (2) identical delivery tags must accompany each vehicle. The delivery tags must include the following information:

1.5.5.2.1 Purchasing governmental unit or qualified not-for-profit agency.

1.5.5.2.2 Purchase Order number.

1.5.5.2.3 Line-Item number.

1.5.5.2.4 Vehicle Identification Number (VIN).

1.5.5.2.5 Equipment number of trade-in (if applicable).

1.5.5.2.6 Signature block for receiving individual.

1.5.5.3 Key Coding number to be provided with each vehicle.

1.5.5.4 State of Illinois Tax form RR-556, as revised.

1.5.5.5 Mileage certification form.

Dump truck(s) will not be accepted if the vendor does not meet the requirements of this Section.

1.5.6. No documents are to be signed by the purchaser acknowledging receipt of a dump truck if the document contains terms of the sale, nor shall any other language on these documents change or alter the terms of the contract. The person signing and acknowledging receipt of the vehicle(s) is not authorized to change or alter the terms of any State agreement.

1.5.7. A large quantity order may necessitate the establishment of a delivery schedule. The Vendor may not accelerate a delivery schedule without the purchaser's written permission.

1.5.8. It will be the responsibility of the vendor to guarantee delivery within the quoted time and to require allied manufacturers or suppliers to complete the installation of auxiliary equipment in accordance with the quoted delivery time.

1.5.9. Unless otherwise specified, the equipment shall be complete in all parts and ready for immediate use upon delivery.

1.5.10. Vendor will be responsible for notifying ordering entities of estimated delivery days after receipt of order. It is acknowledged that manufacturing and production periods will fluctuate.

1.5.11. Failure to comply with the quoted delivery time because of delays resulting from the inability of suppliers of allied equipment such as snowplows, etc., will be cause for a "Complaint to Vendor" form to be completed. Continued complaint forms may result in a termination for cause pursuant to Section 3.3 of this contract.

1.5.12. Deliveries to CMS Division of Vehicles, and Illinois Toll Highway Authority shall be Freight on Board (F.O.B.) Destination to the following locations Monday through Friday, 8:30 a.m. to 2: 00 p.m. CST except Federal and State holidays:

Central Management Services, 200 East Ash Street, Springfield IL 62704

Central Management Services, 595 South State Street, Elgin IL 60123

Illinois State Tollway, 3460 Finley Road, Downers Grove, IL 60515

Vendor shall notify the contact person listed on the Release Purchase Order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made without advance notice.

Illinois Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, IL 60515

Vendor shall notify the Tollway's General Manager of Fleet Operations at (630) 241-6800 extension 3919, three (3) business days prior to the actual date of delivery.

1.5.13. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering entity.

Deliveries outside of those days/hours will be arranged between the ordering entity and the Vendor. Vendor is required to follow the most current Illinois travel times, restrictions, permits, etc. for vehicles being delivered.

1.5.14. Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.

1.5.15. Deliveries to other governmental units and qualified not-for-profit agencies shall be arranged F.O.B. Destination between the ordering entity and the Vendor, unless the governmental unit or qualified not-for-profit agency accepts F.O.B. Vendor's place of business with no delivery charge.

Vendor shall notify the contact person listed on the purchase order at least two (2) business days prior to the actual date of delivery. No deliveries shall be made

without advance notice. The cost for delivery to a governmental unit or qualified not-for-profit agency is dependent upon the number of vehicles ordered.

1.5.16. All equipment provided by the Vendor and allied sub-contractors (if applicable) shall be fully operational, oiled, greased, and serviced when delivery is made. All equipment is to be delivered in complete operating condition with acceptance subject to the ordering entity's approval.

1.5.17. **Right to Inspect/Reject Goods:** Governmental units and qualified not-for-profit agencies reserve the right to inspect each vehicle after delivery to determine whether the vehicle(s) meets the contract and order specifications. If within thirty (30) days of delivery, it is determined that the vehicle does not meet the contract or other specifications, the governmental unit or qualified not-for-profit agency at its sole discretion may:

1.5.17.1 Reject the vehicle(s), in whole or in part, and return them to the Vendor at the Vendor's expense, at which time the ordering entity's obligations to the Vendor as to the rejected goods shall become null and void.

1.5.17.2 Require the Vendor to conform the vehicle(s) to contract and/or order specifications. This work shall be performed properly within the time limits established by the governmental unit or qualified not-for-profit agency and at no cost to the ordering entity.

1.5.17.3 This provision applies to non-conformities discovered while repairing or maintaining the equipment and which would not be visible through the routine inspection upon delivery.

1.5.17.4 If within one (1) year after receipt of the trucks the State, governmental unit or qualified not-for-profit agency discovers that the trucks do not meet contract specifications, the State, governmental unit, or qualified not-for-profit agency may request that the vendor replace the units or affected components to conform to contract specifications, at no charge. This provision applies to non-conformities discovered while repairing or maintaining the trucks and which might not be visible through the routine inspection performed upon delivery.

1.5.18. Any noted defects at the time of delivery shall be addressed by Vendor in the first thirty (30) days of delivery. The Vendor shall make any and all necessary adjustments or changes.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Monroe Truck Equipment, Inc.

  Amount to Be Paid: 40 to 60% of the contract

  Address: 1051 W. 7th Street, Monroe, WI 53566

  Description of Work: snow and ice equipment installation

  If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed:
- Monroe, WI - snow and ice equipment installation
- Value of services performed at this location: 40-60% of the contract
- DTNA (Daimler Truck North America)- North Carolina, Bare Chassis Manufactured
- Value of services performed at this location: 40-60% of the contract

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2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Pricing is in the Items Tab in BidBuy

2.5.1. **Economic Adjustment General Information:**

2.5.1.1 The prices in this Contract must remain firm for the first six (6) months after the execution date of the Contract, except as outlined in 2.5.4.

2.5.1.2 All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS). Once approved, contract pricing will be adjusted with a formal amendment.

2.5.1.3 In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given six (6) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.1.4 Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.

2.5.1.5 In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.1.6 If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

2.5.2 **PPI Adjustments:** One upward price adjustment may be applied no more frequently than once during any given six (6) month period The Vendor shall choose to request a price adjustment based on 2.5.2 or 2.5.3, but not both during any given six (6) month period.

2.5.2.1 Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

PCU336120 336120 - PPI industry data for Heavy duty truck mfg., not seasonally adjusted

PCU3312 3312 – PPI industry group data for Steel product mfg from purchased steel, not seasonally adjusted

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication. The maximum allowable adjustment shall be calculated as follows:

Maximum Allowable Price = A / B * C
A = Bid Price
B = Base PPI index (defined by time of bid opening)
C = Published PPI index at time of requested adjustment

PPI will be calculated for each BidBuy line item, as shown above for each PPI item number listed. The average of the two PPI maximum allowable prices will be applied to the applicable line in BidBuy.

The U.S. Bureau of Labor Statistics web site can be located at HTTP://WWW.BLS.GOV/PPI.

2.5.2.2 Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

2.5.3 **Additional Manufacturer Price Adjustment**: One upward price adjustment may be applied no more frequently than once during any given six (6) month period. The Vendor shall choose to request a price adjustment based on 2.5.2 or 2.5.3 but not both during any given six (6) month period.

2.5.3.1 Verifiable documentation of such changes, including but not limited to, invoices or official price bulletins, etc., from the Vendor's supplier, should be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to request verifiable documentation when needed. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

2.5.3.2 The claim for such adjustment must include information from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the contractor. No increase or change in the contractor's overhead, profit or other factors will be approved.

2.5.3.3 The State reserves the right to ask for invoices, published price lists, or any other evidence establishing contractor's costs to support the increase.

2.5.4 **State or Federal Mandate Price Adjustment:** In the event the Vendor's cost to provide the equipment, within the scope of this contract, shall increase due to a change in state or federal law, during the period of time in which this contract is in effect, the Vendor shall be entitled to adjust the price by the amount sufficient to compensate the Vendor for the increase.

2.5.4.1 If approved by BOSS, this price adjustment may be made at any time during the term of the contract and is not limited to any given period.

2.5.4.2 The State reserves the right to ask for verifiable documentation to substantiate the allowable increase.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of three (3) years commencing upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

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4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Attachment A

When a joint purchase master contract for equipment and commodies is established per 44 IL Admin Code 1.2036(b), one vendor shall be designated as the primary recipient of orders. Other awardees (Secondary) may receive orders in the event the Primary Vendor is unable to deliver or meet the terms of this contract.

Oulined below are the awarded line items under this contract. The Vendor shall serve as the Primary Vendor for all line items indicated below and shall be contact first.

Bid Line Item #	PO Line Item #	Bid Line Item #	PO Line Item #	Bid Line Item #	PO Line Item #
53	1	84	18	108	35
60	2	85	19	109	36
61	3	87	20	110	37
62	4	91	21	111	38
63	5	92	22	112	39
65	6	93	23	113	40
69	7	94	24	114	41
70	8	95	25	115	42
72	9	96	26	118	43
73	10	97	27	119	44
74	11	98	28	120	45
75	12	99	29	121	46
76	13	100	30	123	47
78	14	101	31	124	48
79	15	102	32	126	49
81	16	103	33	127	50
83	17	107	34		

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Approving the Purchase of Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis Units from Monroe Truck Equipment of Monroe, Wisconsin

Overview

This equipment will be installed on a new Public Works vehicle which is used to complete a variety of tasks including snow plowing, sanitary lift station maintenance, roadway patching and parkway restorations. The equipment includes a front and wing plow which will aid in reducing plow cycle times.

Fiscal Impact

The replacement of Unit 228 was identified in the FY27 – FY31 Capital Improvement Plan for Fiscal Year 2027 (attached as supplemental information). Funds were appropriated in the FY2027 Draft Budget in the General Fund account number 11-4100-708-00 (Vehicles) for the total purchase of the cab and chassis and upfitting amount of $262,597.

The funding includes the upfitting of the new dump truck, including the installation of a front mounted plow and wing, or side mounted plow, tailgate salt spreader. The total cost of the Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis from Monroe Truck Equipment is $145,693 as outlined in Exhibit A. However, due to the potential for the cost of components to fluctuation, staff is requesting $3,000 in contingency to manage any increases that are passed through to the Village. This would result in a grand total of $148,693.

Account	Account Number	Draft Budget	Available	Request	Amount Remaining	Within Budget
General Fund - Vehicles	11-4100-708-00	$327,597	$213,797	$148,693	$65,104	Yes

Recommendation
Approval.

Background

As part of the Capital Improvement Plan (CIP) and FY Budget preparation processes, the Village evaluates the overall condition of its fleet and recommends replacements based on a criteria of age, condition, maintenance history and mileage. Within the FY27 – FY31 CIP, there is an allocation for the replacement of Unit #228 (a 2009 International 7400 Dump Truck). Unit 228 is used by the Public Works Department for a variety of tasks including snow plowing, roadway patching and parkway restorations. This unit has met or exceeded the replacement criteria and has reached the end of its useful life.

The Village participates in several collective purchasing programs that provide the Village with access to competitive pricing for vehicles. One such program is Sourcewell (formerly known as National Joint Powers Alliance) which specializes in competitive government purchasing, enabling the Village to secure more favorable pricing through economies of scale.

The Village's Fleet Manager prepared specifications for a 2027 Freightliner 108SD Plus, including the upfitting, which best met the needs of the Village. Sourcewell awarded Contract #062222-AEB-1 for the upfitting of a Freightliner cab and chassis to Monroe Truck and Equipment or Monroe, Wisconsin ("Vendor"). This contract aligns with the Village's requirements for a replacement dump truck while satisfying the Village's competitive procurement standards.

Staff recommends Village Board approval of a Resolution approving the Purchase of Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis from Monroe Truck Equipment of Monroe Wisconsin for the combined total amount, including a $3,000 contingency, of $148,693.

A separate ordinance approving the purchase of the Freightliner Cab and Chassis Unit and the disposal of the surplus vehicle is on the March 10, 2026 agenda for Board Consideration.

Staff will be in attendance at the Village Board meeting for any questions that may arise.

A Resolution Approving the Purchase of Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis Units from Monroe Truck Equipment of Monroe, Wisconsin
Exhibit A - Upfitting Quote - Monroe Truck Equipment
Supplemental Information - FY27-31 CIP Unit 228 FY27

Supplemental Information - Sourcewell Contract with Monroe Truck Equipment

Resolution -

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

A Resolution Approving the Purchase of Truck Equipment and Upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis Units from Monroe Truck Equipment of Monroe, Wisconsin

shall be, and is hereby, adopted as follows:

Section 1. Recitals.

As part of the Capital Improvement Plan (CIP) and Budget preparation processes, the Village evaluates the overall condition of its fleet and recommends replacements based on age, condition, maintenance history, and mileage. The Draft FY26-27 Budget contains funding for the replacement of Unit #228 (a 2009 International 7400 Dump Truck). These vehicles are used by the Public Works Department for a variety of tasks including snow plowing, roadway patching and parkway restorations.

The Village participates in a collective purchasing program that provides the Village with access to competitive pricing offered through Sourcewell (formerly National Joint Powers Alliance) ("***Sourcewell***"). Sourcewell has awarded contract (Contract No. #062222-AEB) for the upfitting of a Freightliner cab and chassis to Monroe Truck Equipment of Monroe, Wisconsin ("***Vendo***r"). The Vendor submitted a quote to the Village for the upfitting of a cab and chassis under the Sourcewell contract for a total not-to-exceed cost of $145,693. The quote is included as ***Exhibit A***.

Village staff recommends that the Village purchase truck equipment and upfitting of a 2027 Freightliner 108SD Plus Cab and Chassis Units ("***Equipment and Services***") from the Vendor. The purchase of the 2027 Freightliner 108SD Plus cab and chassis as well as the disposal of Unit #228 will be considered by the Village Board under a separate ordinance. Based on the Vendor's current projected timeline for delivery of the vehicle, delivery will occur in Fiscal Year 2026-2027. Sufficient funds will be included in the FY 26-27 Draft Budget in the General Fund account No. 11-4100-708-00 (Vehicles) for the Equipment and Services and the President and the Board of Trustees intend to retain funding in the Final Fiscal Year 2026/2027 adopted Budget as approved for this expenditure.

Staff recommends including a contingency in the amount of $3,000 to address potential cost increases associated with the purchase of the upfitting equipment or any unforeseen work related to installation for a total not-to-exceed spending authority for the Equipment and Services, inclusive of materials, installation and contingency, of $148,693.

The President and the Board of Trustees have considered the purchase of the Equipment and Services and have determined that it is in the best interests of the Village and the public.

Section 2. Approval of Purchase and Expenditures

The Village Manager is hereby authorized and directed to execute such documents and to make such payments as are necessary to complete the procurement of the Equipment and Services from the Vendor at the pricing set forth in ***Exhibit A***.

Section 3. Authorization to Execute Change Orders.

The Village Manager and Village Clerk are authorized and directed to execute one or more change orders for additional work or equipment consisting of unforeseen items related to, or arising from other work or purchases contemplated by, the scope of work in the Vendor's proposal in an amount not to exceed $3,000.00, subject to budget appropriation and the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the project file.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
NAYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

monroe
a brand of aebi schmidt

Sourcewell Awarded Contract #062222-AEB-1

1051 W 7th St
Monroe, WI 53566
Sales Rep: Tim Reynolds
Ph: 815-275-0223
www.MonroeTruck.com

J.O. #
Quotation ID: 9KK1001123
Date: 11/18/2025
Valid thru: 12/18/2025
Terms: NET 30
Quoted by: Kaden King
Ph/Fax: 608-329-8322 /

Quoted to:
NORTHBROOK,VILL OF (ATTN:)
1227 CEDAR LN
NORTHBROOK, IL 60062
Ph: 847-272-5050 **/ Fax:** 847-272-9760
Email:

Chassis Information

Year:	*Make:* FREIGHTLINER		*Model:* SEVERE DUTY		*Chassis Color:*	*Cab Type:*
Single/Dual: DRW	*CA:*	*CT:*	*Wheelbase:*	*Engine:* DIESEL	*F.O. Number #:*	*Vin:*

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount

9TRR002566 - SINGLE AXLE STAINLESS DUMP PATROL PKG

10' 7YD CRYTEEL SELECT 304SS DUMP BODY
- 304 STAINLESS STEEL CONSTRUCTION
- SIDES: 34", 7GA
- FRONT: 40", 7GA
- REAR : 34", 1/4"
- FLOOR: 1/4" AR400 9" RADIUS
- WESTERN UNDERSTRUCTURE
- TREAD GRIP WALK RAIL BOTH SIDES
- FOLD DOWN STAINLESS LADDER LEFT SIDE OF BODY WITH (2) GRAB HANDLES
- COUGAR DUMP BODY VIBRATOR ,DC-3200
- AIR RELEASE TAILGATE
- 1/2 X 7 GA. X 84" CAB SHIELD 100% WELDED WITH TUBULAR SUPPORTS
- 5/8" ROUND STAINLESS BAR IN FRONT OF BODY FOR V-BOX SPREADER
- STAINLESS TUBES FOR SPREADER TIE DOWN AT REAR OF BODY
- COUGAR MODEL# 197266 TIMER
- MINIMIZER POLY FENDERS KIT; SINGLE AXLE; 22.5 WHEEL
- 2" RED/SIVER CONSPICUITY TAPE IN LIEU OF 4" YELLOW
- SELF ADUSTABLE 87-107 DB BACKUP ALARM
- L.E.D. LIGHTING UPGRADE
- RUBBER REAR FLAPS
- BODY UNDERCOATED

CRYSTEEL RC860 SUBFRAME HOIST
- 22.4 TON CAPACITY
- 2000 P.S.I.
- FULLY GREASABLE HINGE AND ROLLERS
- DOUBLE ACTING

PINTLE MOUNT; 1" PLATE WITH 3/4" D-RINGS
- PH-30SA51; SPRING SWIVEL PINTLE HOOK (6 BOLT)
- TEKONSHA PRODIGY BRAKE CONTROLLER
- (2) 7-WAY CONNECTORS, ROUND SOCKET, FLAT PIN, RV STYLE

LIGHTING PACKAGE:
- FS TARGET TECH, L.E.D. SELF CONTAINED 8 LIGHT STROBE SYSTEM
- MOUNTED ON CABSHIELD IN CUSTOM ENCLOSURE
* (4) FORWARD FACING, (2) SIDE FACING, (2) REAR FACING
FS TARGET TECH, L.E.D. SELF CONTAINED 2 LIGHT STROBE SYSTEM
- INSTALLED IN REAR POSTS OF BODY
STOP/TURN/TAIL,BACK UP L.E.D. INSTALLED IN REAR POSTS OF BODY (MAXIMA)
STOP/TURN/TAIL, L.E.D. INSTALLED IN CABSHIELD
MAXXIMA LED 6" OVAL REVERSE & STT HYBRID INSTALLED ON PINTLE PLATE
LICENSE PLATE BRACKET & LIGHT & 3-BAR INSTALLED ON PINTLE PLATE

Description	Amount

TRUCK PORTION - QUICK HITCH
- LOW PROFILE
- FOLD FLAT LIFT ARM
- CS-400; 4" X 10" DA LIFT CYLINDER
- UNIVERSAL 1/2: CHEEK PLATES; MOUNTING SYSTEM FOR TRUCKS WITH FRAME EXT.
- STAINLESS STEEL HOOD MOUNTED BRACKET KIT, FREIGHTLINER
- PLOW LIGHTS, ABL HALOGEN
(REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)

FORCE 6100 ULTRA/MPJC THREE JOYSTICK CONTROL (GEN 5)
- PER SPECS

FASD34L PUMP, FRONT MOUNT, 4.67 CU.IN., LH ROT., 1 1/4" SHAFT 1/4" KEYWAY;INSTL
- 1310 SERIES DRIVELINE
- KEYED PUMP SHAFT END YOKE
- ENGINE MOUNT FLANGE YOKE
- FRONT MOUNT PUMP MOUNTING PLATE

VT35 TANK/ENCLOSURE, 35 GAL. COMBO, FRAME MOUNT, W/FILTR., STAINLESS STEEL
- SS GUARD FOR OIL RESERVOIR SIGHT GLASS
- FORCE ADD-A-FOLD ASSEMBLY
- HOIST, DA WITH 500PSI RELIEF
- PLOW LIFT, SA WITH FLOAT
- PLOW ANGLE, DA
- WING TO DA
- WING HEEL DA
- SPREADER MANIFOLD, 14GPM AUGER, 7GPM SPINNER, 7GPM PRE-WET
- MANIFOLD, PINTLE PLATE MOUNTED; INSTL
- STAINLESS STEEL HYDRAULICS LINES TO REAR OF CHASSIS
- ELECTRIC BYPASS CONDITION INDICATOR WITH WARNING LIGHT IN CAB
- MICRO TRAK FLOW METER
* AUTO LIQUID SHUT OFF FOR PRE-WET LOW LEVEL

CAMERA FOR FORCE AMERICA 6100 SPREADER CONTROL (GEN 5 ONLY)

MONROE MPPJ45R11-ISTT; TORSION TRIP "J" STYLE REVERSIBLE POLY PLOW; 1940#
- 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- 5/8" X 8" ONE-PIECE CENTER PUNCH CUTTING EDGE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD ORANGE POLY
- PUSH FRAME POWDER COATED BLACK
- 36" FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS
- SCREW ADJUSTABLE PARK JACK
- 11' RUBBER SNOW DEFLECTOR, 12"
- QUICK HITCH, PLOW PORTION (MC6000)

INSTALL CUSTOMER SUPPLIED V-BOX WITH PRE-WET
- MAY HAVE TO SPACE UP V-BOX TO CLEAR RADIUS OF FLOOR
- INCLUDES HOOK UP OF PRE-WET

Description	Amount

8' MONROE MID-MOUNT JUNIOR PATROL WING (RIGHT SIDE)
STANDARD EQUIPMENT:
- SHEAR-BOLT TRIP
- 10 GAUGE MOLDBOARD
- 27" INTAKE HEIGHT & 28" DISCHARGE HEIGHT
- 3/8" ONE-PIECE TAPERED FLAME CUT RIBS
- (2) DOUBLE-ACTING CYLINDERS
- PARA-GLIDE FRONT WING POST
- PEC WING CHECK AND HYD LOCK VALVE
- UNDER-FRAME CROSS TUBE ASSEMBLY W/ MOUNTING PLATES
- MOLDBOARD POWDER COATED ORANGE
- HARDWARE POWDER COATED BLACK
- INSTALLED

AIREL XL MOLDBOARD LIGHT - AIR BLADE STANDARD,
- FLASHER INCLUDED
- MERCURY SWITCH FOR DEACTIVATION IN STOWED POSITION
- INSTALLED

LASER LINE GUIDE SYSTEM
- MOUNTED ON CAB ON WING SIDE

Quote Total: $145,693.00

***** NOTICE: We are closely monitoring the tariff situation very carefully. Aebi Schmidt North America and its Monroe brand manufacture products in the United States, so the direct impact of current tariffs will be moderate. Although we make significant efforts to source components domestically, this is not always feasible. At this time, we cannot predict the potential cost increases that may arise through our supply chain or from further tariffs. We understand that this may raise concerns, and we want to assure you that we are working hard to minimize any impact on our customers and if cost increases need to be applied to existing or future orders, we will discuss these changes with our customers upfront.***

Additional Options:

Description	Amount	Add to quote? Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): ☐ Fleet ☐ Retail	**MSO/MCO** (ONLY check if legally required): ☐ MCO ☐ MSO	
Customer Signature:	**Customer P.O. Number:**	**Date of Acceptance:**

. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing**,** the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.
In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of $40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Costumer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Fund: General Fund **FY 2027 - FY 2031**

Department: Public Works Department
Project Type: Vehicle Replacement
Project Name: Unit 228: 2009 International Dump Truck
Cost: $262,597

Priority Code: A - Essential and immediate need
CAP Item: Yes
Grant Funding: No

Overview

The purchase of a replacement heavy-duty dump truck for the Public Works Department is crucial to support street maintenance and snow plowing operations. Based on a thorough condition assessment, the existing unit is reaching the end of its use life, necessitating a replacement. This replacement vehicle will be utilized in transporting materials, clearing snow, and maintaining safe and well-maintained streets, ensuring the smooth functioning of public infrastructure and services. The replacement vehicle will be equipped with a front and wing plow both are included in the cost of the vehicle which will lead to reduced plow cycle times. The increased cost of this vehicle ($50,000) accounts for new emissions standards that have increased the cost of engines in these vehicles.

Cost Schedule

	Actuals		Budget	Estimate	Recommended Budget				
Project	**FY 24**	**FY25**	**FY 26**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**FY 30**	**FY 31**
Unit 228: 2009 International Dump Truck	-	-	-	-	262,597	-	-	-	-

Planned Financing

	FY 24	FY25	FY 26	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Grants	-	-	-	-	-	-	-	-	-
Operating Revenues	-	-	-	-	-	-	-	-	-
Fund Bal Drawdown	-	-	-	-	-	-	-	-	-
Debt <=5 Years	-	-	-	-	-	-	-	-	-
To Be Determined	-	-	-	-	262,597	-	-	-	-



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Sourcewell

Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., dba Aebi Schmidt North America, 201 M-B Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	ASH North America, Inc., dba Aebi Schmidt North America
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Steffen Schewerda EEA41C97ACAA48F...
Jeremy Schwartz	Steffen Schewerda
Title: Chief Procurement Officer	Title: CEO - North America
Date: 8/11/2022 | 1:04 PM CDT	Date: 8/15/2022 | 7:32 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...	By: DocuSigned by: Sarah Blashe 13E4347365294F6...
Chad Coauette	Sarah Blashe
Title: Executive Director/CEO	Title: CFO – North America
Date: 8/22/2022 | 11:46 AM CDT	Date: 8/22/2022 | 10:49 AM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name:	Aebi Schmidt North America
Does your company conduct business under any other name? If yes, please state:	Meyer Products, Swenson Spreader LLC, MB Companies Inc, Monroe Truck Equipment Inc, Monroe Towmaster LLC, Aebi Schmidt Canada, LLC
Address:	201 MB Lane Chilton, Wisconsin 53014
Contact:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Phone:	330-904-4720
HST#:	

Submission Details

Created On:	Thursday May 05, 2022 12:00:08
Submitted On:	Wednesday June 22, 2022 10:42:03
Submitted By:	Jason Bartuseck
Email:	jason.bartuseck@aebi-schmidt.com
Transaction #:	91a586e9-a139-41f3-b94d-660c65438fe8
Submitter's IP Address:	165.225.62.188

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc. is the holding company for all Aebi Schmidt North America businesses	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies, Inc Swenson Spreaders, LLC Meyer Products, LLC Monroe Truck Equipment, Inc Monroe Towmaster, LLC Aebi Schmidt Canada, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	M-B CO Swenson Meyer Monroe or MTE Aebi Schmidt Canada	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Monroe Truck Equipment CAGE - 9U356 M-B Companies Unique Entity Identifier - IDHMAYZXTA6475 M-B Companies CAGE - 66234	*
5	Proposer Physical Address:	201 M-B Lane Chilton, WI 53014	*
6	Proposer website address (or addresses):	www.aebi-schmidt.com www.m-bco.com www.swensonproducts.com www.meyerproducts.com www.monroetruck.com www.towmastertruck.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Our organization requires two signatures on all documents. Steffen Schewerda CEO - North America 201 M-B Lane Chilton, WI 53014 steffen.schewerda@aebi-schmidt.com 920-898-1062 Sarah Blashe CFO - North America 201 MB Lane Chilton, WI 53014 sarah.blashe@aebi-schmidt.com 920-898-1062	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck Vice President After Sales - North America 201 M-B Lane Chilton, WI 53014 jason.bartuseck@aebi-schmidt.com 330-904-4720	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Kabat Inside Sales - M-B Companies - Brush Division 1217 E Chestnut St. Chilton, WI 53014 dave.kabat@aebi-schmidt.com 920-898-1063 Carissa Lawless Inside Sales - Swenson 127 N. Walnut St. Lindenwood, IL 61049 carissa.lawless@aebi-schmidt.com Seth DeVoe Distributor Sales Manager - Monroe Truck Equipment 1051 West 7th St Monroe, WI 53566 sdevoe@monroetruck.com 608-329-8547 Sean Brunger MB Sales Coordinator 201 MB Lane Chilton, WI 53014 sean.brunger@aebi-schmidt.com 216-339-9272 Mike Moon Meyer Customer Support 18513 Euclid Ave Cleveland, OH 44112 mike.moon@aebi-schmidt.com 216-486-1313

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883. Group vision for the Aebi Schmidt Group is to be the global leader in intelligent solutions for customers to fulfill their mission of clean and safe infrastructure of demanding areas. Group mission is to improve customers performance with dependable solutions and first class service. To allow our employees to thrive in an environment of team spirit, long-term development and growth mindset. The formation of the company dates back to 1883 in which the Aebi mechanical workshop was founded in Burgdorf, Switzerland. In 1920, Alfred Schmidt Sr. started the Schmidt workshop in St. Blasien, Germany. In 1936, Schmidt launched its first snow plow into the market. Fast forward to 2007, Aebi and Schmidt were brought together under the umbrella of Aebi Schmidt Holding AG. In 2015, the group entered the North America market with the acquisition of Meyer Products, LLC and Swenson Spreader, LLC to start the holding company ASH North America. In 2018, the group added M-B Companies, Inc. to the mix. M-B Companies has four divisions (Brush, Airport, Attachments, Pavement Marking) with four separate manufacturing plants. In 2019, Aebi Schmidt North America formed a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, the group added to the portfolio by acquiring Quebec, Canada-based Equipements Lourds Papineau, Inc (ELP), which manufactures heavy duty snow and ice equipment for use in the harsh Canadian winters. In late 2021, Aebi Schmidt took the next step in growth by acquiring Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck is an industry leading truck equipment manufacturer, upfitter and distributor with over 60 years of expertise. The Aebi Schmidt group has more than $800 million in annual sales, 14 production facilities across the globe, over 3,000 employees, with a presence in 90 countries throughout the world.

More information about our North American Business units:

M-B Companies, Inc.

From clearing snow to painting lines for roads, M-B Companies, Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more.

The origin of M-B Companies, Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin, building agricultural implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint stripers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922.

Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974 of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated to a new facility located in Muncy, Pennsylvania, and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. In 2021, M-B Companies expanded their facility and opened up the North America Headquarters for the Aebi Schmidt Group.

Swenson Spreaders, LLC

Swenson was established in 1937 in Rockford, Illinois, area as the Cherry Valley Pulverizer Company by Exkil Swenson. Mr. Swenson quickly expanded his product line to include truck-mounted spreaders for agricultural and municipal use. Swenson introduced the first hydraulically operated spreading system in 1962 and the first ground speed regulated spreading mechanism in 1967. These innovations started what has become the ever increasing use of automation in snow and ice control.

Meyer Products, LLC

Meyer's decades of innovation are a history lesson in the evolution of snow plows. Founded in 1926 in Newburgh, New York, the company later moved to Cleveland Ohio, where it's still located today. In its early years, Meyer introduced the first hydraulic lift to the North American market and later invented power angling, which enabled operators to move the plow blade left or right without having to leave the comfort of the cab. Today, Meyer is the first choice of many private truck owners and contractors in the snow and ice industry.

Monroe Truck Equipment

Monroe Truck started in 1958 in Monroe, Wisconsin. Through years of growth and the hard work of employees across the Midwest, we are now one of the largest truck equipment manufacturing and upfitting companies in country - we are working towards many more decades of growth.

Aebi Schmidt Core Values (exhibit attached in document section)

Excellence - we exceed customer expectations to achieve results
Innovation - we break new grounds
Accountability - we take ownership for our actions
Passion - we strive to make a difference
Customer Focus - we build sustainable relationships
Collaboration - we are stronger together as a team

Key Points to Business Philosophy

Sustainability

Sustainability doesn't just happen by itself. It comes from how we think and act

		and ultimately how consistent we are about it. As a company, it is our responsibility to invest in the progress and in the future. But that also applies to our customers: everything we develop and produce also needs their commitment when put into practice. Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful long term. Our economic, social, and environmental targets are being implemented along the entire value chain. We care about protecting the environment and use resources sparingly. As an industry leading employer we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines. Code of Conduct The code of conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed. Overview Aebi Schmidt North America offers long lasting, time tested brands with product offerings that have depth and breadth in the snow and ice industry. All the products offered along with the core values and business philosophy allow us to be considered the perfect partner for Sourcewell participating entities.	
11	What are your company's expectations in the event of an award?	We intend to offer our Sourcewell contract to all member and non-member entities. It will be our lead contract over any current state contract that we hold. We will promote Sourcewell to encourage non-participating entities to become members. We expect to help customers get the products they want and need rather than what is lowest bid by means of this contract, and allow customers to purchase products that provide them with a lower total cost of ownership rather than the lower acquisition costs which most traditional bids offer. We intend to work with our contract administrator to provide training for our dealer network to help them sell the Sourcewell contract to their customers. We also intend to work into Canada with CANOE and further expand our reach into that market. We will continue to promote the Sourcewell contract on our literature as we have with past contracts and on our websites and in our trade show booths.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Aebi Schmidt does not publish independent financial information as a privately held organization. Attached in the documents section is the 2021 Annual Report. Inside cover to page 5 covers most of the financial details. The numbers in the report are prior to the acquisition of Monroe Truck Equipment. 2021 produced a record high of order entry across our organization and a small growth in sales over 2020. Overall coming out of the Covid pandemic, the Aebi Schmidt Group is in solid financial shape and looking to grow over the upcoming years.	*
13	What is your US market share for the solutions that you are proposing?	Our industry does not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the snow and ice industry we are the largest in the market with around 30-35% market share in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	The industry does not report individually so an exact market share is not feasible. We feel for the solutions we provide in the snow and ice industry we provide about 10-15% of the products in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We would be best described as a manufacturer and service provider. We have outside sales team members that are direct employees of the organization. In some cases, we sell directly to the the end users of the products and in some cases our sales people work with our dealer/distributor network. The dealer network is all third party. We have partnered with select dealers that represent our brands in their local markets. We have strategically chosen those dealers/distributors for specific areas to have the most comprehensive coverage across the United States and Canada. Many of our dealers have been doing business with our organization for over 20 years.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Our industry does not require licenses or certifications to do business. We do hold certifications of good standing in states that require them. We also have ISO certifications in many of our manufacturing plants. M-B Companies ISO 9001 certificate is included in the documents section of the response.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	No suspensions or debarments have applied ever to an Aebi Schmidt Group organization.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Swenson, Meyer and Monroe Truck Equipment all have NTEA MVP status. This is an award for outstanding business practices and successful implementation of quality standards. Monroe was also awarded 2021 Ford Top 5 award.	*
20	What percentage of your sales are to the governmental sector in the past three years	85% of our sales have been from the governmental sector the past three years.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 5% of our sales are from the education sector the last three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Snow & Ice - 080818-SWE - Swenson Spreader -75k per year Sourcewell Road Maintenance Equipment - 080521-AEB - MB Companies - just awarded Sourcewell Street Sweepers - 093021-AEB - MB Companies - just awarded HGAC SM10-20 Street Maintenance Equipment - M-B Companies - 900k per year South Dakota DOT Contract - Monroe Truck Equipment - 5 million per year Kansas DOT Contract - Monroe Truck Equipment - 5 million per year Nebraska DOT Contract - Monroe Truck Equipment - 5 million per year Illinois DOT Contract - Monroe Truck Equipment - 5 million per year Iowa DOT Contract - Monroe Truck Equipment - 5 million per year Washington State DOT Contract - Monroe Truck Equipment - 350k per year Utah DOT Contract - Monroe Truck Equipment - 650k per year Arizona DOT Contract - Monroe Truck Equipment - 225k per year New Mexico DOT Contract - Monroe Truck Equipment - 125k per year Montana DOT Contract - Monroe Truck Equipment - 250k per year Oklahoma DOT Contract - Monroe Truck Equipment - 750k per year Minnesota DOT Contract - Monroe Towmaster - 1.75 million per year Michigan DOT Contract - Monroe Truck Equipment - 3 million per year Indiana DOT Contract - Monroe Truck Equipment - 4 million per year New Jersey DOT - Monroe Truck Equipment - 1.5 million per year Pennsylvania DOT Contract - Monroe Truck Equipment - 250k per year Ohio DOT Contract - Monroe Truck Equipment - 1 million per year South Carolina DOT Contract - Swenson Spreader - 1 million per year North Carolina DOT Contract - Swenson Spreader - 1.6 million per year Texas DOT Contract - Swenson Spreader - 1.2 million per year Nebraska DOT Contract - Swenson Spreader - 350k per year	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA, or standing offer or supply agreements at this time. We have dealers/distributors that do have these contracts, but none are held by Aebi Schmidt directly.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Illinois Department of Transportation	Clint Faugust	217-206-0185	*
Iowa Department of Transportation	Jennifer Monserud	515-239-1607	*
South Dakota Department of Transportation	Tyler Green	605-280-9513	*
Ohio Department of Transportation	Doug Burke	614-351-2836	
Texas Department of Transportation	Kevin Fareri	512-571-4475	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
South Dakota Department of Transportation	Government	South Dakota - SD	Full turnkey snow and ice trucks	5 million	15 million	*
Kansas Department of Transportation	Government	Kansas - KS	Full turnkey snow and ice trucks	5 million	15 million	*
Nebraska Department of Transportation	Government	Nebraska - NE	Full turnkey snow and ice trucks	5 million	15 million	*
Illinois Department of Transportation	Government	Illinois - IL	Full turnkey snow and ice trucks	5 million	15 million	*
Iowa Department of Transportation	Government	Iowa - IA	Full turnkey snow and ice trucks	5 million	15 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Monroe Truck Equipment There are 5 outside sales people across the United States responsible for the municipal dealer network (approx. 75 dealers), they work with 7 internal sales people who help with the quoting process and customer service. Monroe's Municipal division also has 3 locations that sell directly to customers in Illinois, Wisconsin and Minnesota. There are 8 field sales people in this portion of the organization that work with 9 internal sales people, who provide customer service and work on quotes for customers. Swenson Spreader, LLC Swenson has 2 outside sales people that are responsible for their dealer network (approx. 75 dealers) across the United States. They also have 4 internal sales people that assist with customer services and quoting for their dealers. Meyer Products, LLC Meyer has 5 outside sales people across the United States that are responsible for their dealer network (approx. 120 dealers) and they have 2 internal sales people in customer service that assist their dealers as well. Aebi Schmidt Canada Aebi Schmidt Canada has 4 outside sales people in Canada that sell through our channels into Canada. M-B Companies, Inc. MB Companies has 1 external and 1 customer service support person to support the sales of our Brush division along with our European products. Monroe Towmaster Monroe Towmaster truck equipment has 3 sales people that handle snow and ice business for our Towmaster location in Minnesota. They handle all of the quoting and customer service in their areas. Overall we have 33 outside sales people across the United States and Canada and 23 internal sales support people. We have one of the largest and most robust sales forces in order to stay close to our customers and to provide them the service and support they need. Also, with over 250 dealer/distributors all with outside sales people across the United States and Canada we have many people representing the Aebi Schmidt brand.
27	Dealer network or other distribution methods.	Aebi Schmidt has one of the largest snow and ice distributor networks. We have around 250 certified dealers across the United States and Canada. Attached we will include in the documents section the list of distributors by brand.
28	Service force.	Our field service team consists of 11 individuals that respond in person to customer warranty and field service claims. These technicians will diagnose the problem, order parts and perform the service necessary. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada. We also have a number of internal service people across our business units that accept incoming calls from customers and dealers to support them with ordering parts. We believe if we don't provide proper service and support that customer will not come back, we are looking for long-term customer/manufacturer partnerships to grow the business.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Most of our business is through dealer channels. Primarily orders will be handled by dealers/distributors. The dealers then in turn place an order with the factory. Many dealers stock equipment and parts, but due to the nature of most units being custom, orders will be placed and manufactured when needed. In some cases (Monroe business in Illinois, Wisconsin and Minnesota) the orders would be placed directly through our service centers.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As a company we understand that service and support is what helps us get repeat orders. We put a tremendous amount of focus on making sure the customer has what they need for support. Our dealer channel is the first line of support for most customers of Aebi Schmidt. They understand that we have expectations for them as far as response times. Our dealers and customers both can contact the factory direct to speak to a customer service person anytime between the hours of 7:30 am - 4:30 pm CST. Our customer support team can work with our engineering team to solve any problems in an expedited manner. If parts orders are placed by 2 pm CST, the order will be shipped next day for in stock parts. Our goal is to resolve customer issues as quickly as possible and all 1500 employees in North America have the understanding that our customers come first and are always top priority.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully able and eager to offer products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and eager to offer our products to participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be able to service all geographic areas.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aebi Schmidt can service any snow and ice customer in the United States or Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions in Hawaii, Alaska or US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Aebi Schmidt North America's marketing strategy to promote the Sourcewell contract will include a multi-pronged approach as outlined below: Selling Strategy Once awarded, Aebi Schmidt will schedule sales meetings to train the inside and outside sales people across all Aebi Schmidt brands on the specifics of the Sourcewell contract including pricing, the bidding process and other procedures. The sales team will be provided tools to effectively communicate the award to all dealers, contractors, nonprofits and government agencies throughout the U.S. and Canada to ensure the success of the contract. Marketing Strategy Leveraging Aebi Schmidt's current marketing strategy for its North America brands, the Sourcewell contract will be promoted through an aggressive multi-channel approach utilizing digital and traditional initiatives. Digital Strategy Website - Add content to Aebi Schmidt's corporate and individual branded websites reflecting the award, adding the Sourcewell logo in high- traffic locations. - Create a Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize websites with key words and updated metadata as needed to increase search engine response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog- en.aebi-schmidt.com/) Email marketing - Execute "onboarding" email campaign for all dealers and distributors - Series of emails that will educate the Aebi Schmidt North America dealer/distributor network on the Sourcewell award, its customers, and important contract information - Emails highlighting "good to know" contract information, products that are performing well on contract, and other relevant information so that our distributors can better serve Sourcewell members - Add Sourcewell logo on pre- and post-tradeshow email campaigns - Executive email campaign for all municipality/government sales contacts in CRM - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing	*

page/data capture form
- Emails highlighting distributor information and products performing well on contract

Social

- Celebrate and promote Sourcewell award through organic and paid posts on Facebook, LinkedIn and Instagram channels across all brands
- Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands.

Traditional Strategy

Trade Journal Advertising / Literature
- Use of Sourcewell logo in trade magazine advertisements
- Update product literature to include the Sourcewell logo

In-dealership Merchandising
- Create and distribute “in-store” materials to promote the Sourcewell award.
- Counter cards
- Posters
- Counter mats
- Signage

Trade Shows
- Include Sourcewell logo on signage at tradeshows
- Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo

Earned Media/Public Relations Strategy

Aebi Schmidt will utilize unpaid, or earned, media to promote the Sourcewell contract. This includes garnering publicity in a variety of media outlets.
- Press release distribution and media outlet follow-up announcing the award
- Blog post with award announcement on Aebi Schmidt website (see website tactics)
- Additional blog posts with “how to” and “best practice” information regarding the contract
- Pitch stories for editorial placement in trade publications targeting snow and ice control for contractors and municipalities.

We will also ask to work with our Sourcewell representative to schedule training sessions with our dealer network. We want to partner closely with Sourcewell to promote the program across our network.
Attached in the document section will be a few examples of marketing materials.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Aebi Schmidt North America is supported with strong digital marketing strategies executed through corporate and brand websites, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies, such as geo-fenced marketing. Key strategies and initiatives are detailed below. Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. Offering value-added content geared to educating prospects and customers on relevant topics helps them better perform their jobs and endears them to Aebi Schmidt's brands. The cookie-obtained data we gather via these efforts helps to understand the needs of end users, which leads to product innovation and timely marketing. Aebi Schmidt also intends to use content marketing in support of the distributor, dealer and municipal network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of the content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action. Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving search engine performance and ranking by optimizing (SEO) all its websites for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., improvements have been realized in organic results. Once awarded, Aebi Schmidt plans to modify its search engine strategies in support of the Sourcewell award, thereby making it easier for stakeholders to find the products and services they seek. Digital Display, Search and Banner Advertising -- On a limited basis, Aebi Schmidt uses digital display and search advertising to help create awareness of products and special promotions. In-depth keyword research and search analytics are used to develop ad targeting to best reach audience segments at the optimum cost or bid. Additionally, websites with available advertising space that are relevant to target audiences may be used for banner ads. Social Media – Aebi Schmidt North America and its brands leverage their presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. Organic content is posted regularly and strategic paid social campaigns with highly targeted segmentation are used. Social media channels also represent a means for Aebi Schmidt's customers and prospects to engage in two-way dialog – social channels are used as an extension of customer service efforts, with responses provided to all posted questions.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell Promotion Sourcewell can support the promotion of contracts through regular communications to drive membership with Sourcewell and to inform existing members of new vendors and products on awarded contracts. Sourcewell can also provide vendors with marketing information that can be shared out through the variety of communication channels. Sales Process Throughout the length of the contract, the Aebi Schmidt North America marketing team will regularly communicate with the sales team regarding the contract to reinforce the information they received during training provided at beginning of contract. Reiterating the pricing, bidding process and procedures will help the sales team keep Sourcewell top-of-mind. The sales team will schedule sales calls with dealers and public sector employees, including the top 200 municipalities from Aebi Schmidt's CRM system to inform them of the Sourcewell contract and explain the benefits if they are not Sourcewell members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The www.m-bco.com website has a customer login area of the portal where customers are able to find particular parts and place an order. The portal generates an email that goes to customer service to enter the order. The website also has a configurator that the customer can use to find the brush that the need to fit their application. Meyer Products also offers an area for our dealers to go online and order parts. These orders are acknowledged internally and an email is generated to the person who placed the order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer a program to municipal customers called Vprotect 365. This is where we offer to perform a 200 point inspection of their snow and ice truck. In the end we will provide a diagnosis with a list of parts for repair and the expected maintenance interval schedule. We will offer this for our customer that purchase a turnkey truck from our organization. This is optional. We also offer mechanic training programs and fleet maintenance programs from our service team. The costs will be listed for Sourcewell members on the pricing sheets. Our regional sales people also offer free training sessions that will be held at dealer locations that member entities can join. These are a combination of equipment and Sourcewell training to help member and non-member entities not only have a better understanding of the products, but also how to procure them.	*
41	Describe any technological advances that your proposed products or services offer.	We offer many products that are more technologically advanced than the competition. Some of the products are: Para-Glide wing post, the medium duty side dump body, blade light, Gen 4 RDS, Gen 4 FFDS, Expanded Anti-ice liquid capacity on spreaders/combination bodies, and wedge tank anti-ice inserts for dump bodies. Literature and explanations for these products will be included in the documents section of the response. We also offer a spreader called the Evolution that offers controlled spreading of a 70/30 mix of dry and liquid material for increased efficiency and more effective melting. This helps customers save up to 35% of salt usage. We also offer a small Aebi unit that can be outfitted with a snow plow, blower or any other attachment that can scale hills with up to 45 degree inclines. The Aebi unit has a lower center of gravity and wider wheel base has superior handling to any other machine in the industry, it is quite unique.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Aebi Schmidt also has a full commitment to sustainability in our factories. The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters. Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container) All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30%. Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules. Pictures of our waste containers included in documents section along with a copy of our annual report which talks about sustainability and corporate responsibility on pages 26-38.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Aebi Schmidt does not have any third-party issued eco labels, ratings or certifications for the equipment that is included in this proposal. In an effort to be more sustainable we do offer electric powered spreaders and v-boxes to help protect the environment from harmful CO2 output. We are also working with chassis manufacturers to ensure that our equipment will work with the electric vehicles of the future. Ensuring that the PTO of these vehicles have the power necessary to work with plows, and other attachments.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent and the some of the suppliers we work with. Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have the ability to offer turnkey truck packages along with a full service team of 11 field technicians to support when necessary. Not many companies in the field of snow and ice are able to offer that to their customers. We also offer service contracts and preventative maintenance audits as add-ons for our customers. Meyer products offers the longest warranty in the industry on their plows. They offer a 5 year manufacturers warranty. This is 3 years longer than any of the competitors in the market. See warranty documents attached in the document section.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The warranty covers all Aebi Schmidt manufactured products. The chassis is covered by the specific manufacturer's warranty. We will help to work with the chassis manufacturer on your claims to ensure all warranty items are taken care of. Our warranty disclosures are included in the document section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our warranty information including limitation and restrictions are outlined in the documents provided in the response in the document section labeled Warranty. They vary by product category and with the large breadth of products offered it is best to refer to the specific product warranty included.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes the warranty coverage would cover the technicians travel, time and other expenses if it is necessary for the technician to be onsite for repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no regions in the United States or Canada where we are unable provide a technician to perform repairs. We have technicians that work remotely across the United States including Alaska and two located in Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will assist the customer with processing the warranty claims, but those warranties are all based on the original manufacturer of the equipment.	*
51	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) from Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.	*
52	Describe any service contract options for the items included in your proposal.	Many of our service contracts are tailored to the needs to the customer. We do offer some standard solutions which include machine audits (Vprotect 365) in which we will send out a technician to do a 200 point inspection on the machine prior to winter. The end result is the customer will receive a list of parts needed for repairs and will also receive a list of preventative maintenances that should be done. We will perform those maintenances on a service contract to be negotiated with the customer at that time. We also offer training packages for mechanics and operators and that pricing is included in pricing documents included in the response.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our preferred payment method is electronic funds transfer. We will also accept credit cards with a service fee of 3% on orders under $10,000, check payments and ACH transactions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section. After attending the Sourcewell H2O program and learning about NCL Government Capital we are interested in looking into working with them and their awarded Sourcewell contract.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard documents include: Price quotation in approved Sourcewell format with our Sourcewell member number We supply our standard terms and conditions with all quotes. Upon machine delivery we provide all warranty information and contact information of anyone who would be needed to be contacted for support Included in the documents section is our standard terms and conditions documents along with our Insurance documents.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for any parts orders. Most often our products are beyond the threshold of any credit card or p-card so most often orders are placed via Purchase Order number and paid through an EFT transaction.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All of our pricing provided shows a list price and the Sourcewell member price, which is discounted from the list. Pricing is uploaded in the documents section.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Monroe Truck Equipment is offering 20% discount off of list price. Swenson Spreader, LLC is offering 10% discount off of list price. Meyer Products, LLC is offering 20% discount on snowplows and 15% discount on spreaders. M-B Companies, Inc. is offering a 10% discount on all products and services offered. As a group Aebi Schmidt North America offers Sourcewell members a 10% discount off of list price for parts and accessories - most of these price lists are very comprehensive so they are not included in the documents.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis determined from our dealer channel and/or the factory.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Each request for a sourced, open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in the pricing. Due to the extreme uncertainty of the market and volatile cost freight will be calculated at delivery of the product at current cost. We contract with many freight providers and negotiate the absolute best terms that we can to provide our customers with the lowest cost freight we have available.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. A customer can pick up and drive away as an option as well.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is our most complete offering of products with our most competitive pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our dealers and sales people, which will be input into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sales targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPIs) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales." Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPIs for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aebi Schmidt North America proposes to pay Sourcwell a 2% fee on all sales to Sourcewell members.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering our full range of products available through our Swenson, Meyer, Monroe and European factories that fit in the snow and ice category. We have products that fit every application of snow and ice removal in the industry. We are also offering our full line of OEM parts, third party parts and service programs. We are also offering our customers full turnkey snow and ice truck packages to allow the customer to have a one stop shop for their entire truck.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the products we are proposing fall within the scope of the RFP. We don't have any subcategories at this time.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	(•) Yes ( ) No	We offer many types	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	(•) Yes ( ) No	We offer may types	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	(•) Yes ( ) No	We offer many types	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	(•) Yes ( ) No	We offer parts and accessories along with service contracts	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing folder.zip - Tuesday June 21, 2022 20:12:56
- Financial Strength and Stability - Company Information.zip - Tuesday June 21, 2022 20:05:44
- Marketing Plan/Samples - Marketing.zip - Tuesday June 21, 2022 20:05:01
- WMBE/MBE/SBE or Related Certificates - MBE.zip - Tuesday June 21, 2022 20:13:24
- Warranty Information - Warranty Information.zip - Tuesday June 21, 2022 20:05:31
- Standard Transaction Document Samples - Standard Documents.zip - Wednesday June 22, 2022 10:32:28
- Upload Additional Document - Sales Organization.zip - Wednesday June 22, 2022 08:35:10

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Bartuseck, Vice President of After Sales - North America, Aebi Schmidt North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	☑	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	☑	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	☑	1

DocuSign Envelope ID: B6C10BFF-E957-482C-B43E-B5CCDD5E784E

AMENDMENT #1
TO
CONTRACT # 062222-AEB

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **ASH North America, Inc., dba Aebi Schmidt North America** (Supplier).

Sourcewell awarded the Supplier a contract to provide Snow and Ice Handling Equipment, Supplies, and Accessories to Sourcewell and its Participating Entities from August 22, 2022, through August 15, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

The supplier's response to Proposal line item 58 under "Table 11: Pricing and Delivery" paragraph three is deleted in its entirety as it relates to Meyer Products and replaced with the following paragraph response: Meyer Products, LLC is offering a 10% discount on snowplows and related parts and a 17% discount on spreaders.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 6/4/2024 | 9:05 PM CDT

ASH North America, Inc.,
dba Aebi Schmidt North America

By: DocuSigned by: Jason Bartuseck 28BF3B1B1E174AA...

Jason Bartuseck

Title: General Manager

Date: 6/4/2024 | 3:43 PM CDT

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Waiving Competitive Bidding and Approving an Agreement with Municipal H2O, of Little Rock, Arkansas for Professional Regulatory Compliance and Consulting Services

Overview

The Village is required to report to the EPA related to its handling and use of certain chemicals (primarily chlorine gas) related to the Water Plant and uses professional services to assist in this regulatory reporting requirement.

Fiscal Impact

The scope of work for Municipal H2O includes two components - the annual service fee to ensure the Village's compliance with the required Risk Management Program for its storage of chlorine gas at the Water Plant and the cost for updating the Village's required AWIA required Risk and Resiliency Assessment and Emergency Response Plan. The total cost for this this scope of work is $20,300.

The annual service fee for the RMP is $4,800. This cost covers the services outlined in Exhibit A for the period between April 29, 2026 and April 28, 2027. The Adopted FY26 Budget contains sufficient funds in the amount in Account No.21-4170-554-00 (Other Professional Services).

The cost for the AWIA Risk and Resilience Assessment as well as Emergency Response Plan totals $15,500 as outlined in the attached Exhibit B. The initial payment for this work, $3,100, will be paid for from the FY26 Approved Budget in the Other Professional Services Account No.21-4170-554-00. The remaining balance has been budgeted for in the FY27 Recommended Budget in the same account (21-4170-554-00).

Recommendation

Approval

Background

Under EPA regulations, the Village of Northbrook is required to update its Risk Management

Program (RMP), and resubmit all changes to the EPA every five years. The Village is subject to these requirements because facilities, such as the Village's Water Plant handles, processes, distributes, and stores certain chemicals (primarily chlorine gas) onsite. This RMP includes an inventory of the chemicals used at the Water Plant, tracking the required annual training of Water Plant personnel, emergency response plans including the Fire Department's role, and reporting on the Village's compliance.

The Village is also required to complete a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for compliance with the America's Water Infrastructure Act (AWIA) of 2018. The RRA is conducted to determine the current state of readiness for the systems, identify potential manmade or natural threats to the Village's water production and distribution systems, and how to mitigate and respond to potential threats.

In 2019, the Village of Northbrook sought competitive quotes and selected Municipal H2O to provide regulatory compliance and consulting services to the Village for the preparation and implementation of the Risk Management Plan. This Agreement will continue the work and support the Village with required updates and recertification of its documentation related to Risk Management Program (RMP) and the America's Water Infrastructure Act of 2018 (AWIA), which includes a Risk and Resilience Assessment (RRA) as well as an Emergency Response Plan (ERP). The Village's past work with the consultant has been positive and staff was satisfied with Municipal H2O's previous performance and ability to complete the work. Based on their demonstrated expertise in this specialized area of water regulation compliance and reporting, staff is seeking a waiver of competitive bids for these Professional Services including the required updates of the Risk Management Program and Risk Management Plan associated with EPA's RMP rule for Chemicals and the Risk and Resilience Assessment and Emergency Response Plan in conjunction with the AWIA requirements.

Municipal H2O is confident it will meet the deadlines for submission for the Risk and Resilience Assessment, which is due in June 2026 and the ERP is due December 2026. Staff will be in attendance at the Village Board meeting for any questions that may arise.

A Resolution Waiving Competitive Bidding and Approving an Agreement with Municipal H2O, of Little Rock, Arkansas for Professional Regulatory Compliance and Consulting Services
Exhibit A - Agreement for Risk Management Program with Municipal H2O
Exhibit B - Agreement for AWIA Professional Services with Municipal H2O

Resolution 2026 -

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Waiving Competitive Bidding and Approving an Agreement with Municipal H2O, of Little Rock, Arkansas for Professional Regulatory Compliance and Consulting Services

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook is required to meet risk assessment and management requirements as part of the EPA's Risk Management Program Rule for Chemicals and the America's Water Infrastructure Act (AWIA) of 2018. As part of these requirements, every five years, the Village must update and obtain the recertification by the EPA of its Risk Management Program (RMP) for the chemicals onsite at the Water Plant (primarily chlorine gas) (***"RMP Services"***). The RMP Services include the inventory of the chemicals used at the site, providing and tracking annual training required for Water Plant personnel, emergency response including, the Fire Department's role, and reporting on the Village's compliance.

Separately, as part of the AWIA requirements, the Village must also submit a Risk and Resilience Assessment and an Emergency Response Plan to the EPA. The Risk and Resilience Assessment is conducted to identify potential manmade or natural threats to the Village's water production and distribution system and determine the current state of readiness for the systems (***"AWIA Services"***). The Risk and Resilience Assessment is due in June 2026. The Emergency Response Plan (ERP) is the second step and identifies how to respond to potential threats. The ERP is due in December 2026.

Village staff recommend entering into an agreement with Municipal H2O of Little Rock, Arkansas ("***Vendor***") to update the Risk Management Plan associated with EPA's RMP rule for Chemicals and the Risk and Resilience Assessment and Emergency Response Plan in conjunction with the AWIA requirements ("***Agreement***"). The Vendor has previously performed similar professional services for the Village and the Village was satisfied with their performance and ability to complete the work based on their expertise in this specialized area of water regulation compliance and reporting

The value of these projects will be a total of $20,300 and will span two fiscal years. The Adopted FY26 Budget contains sufficient funds in the amount in Account No.21-4170-554-00 (Other Professional Services) for the service agreement in the amount of $4,800. The remaining balance of $15,500 is included in the FY2027 Draft Budget in the same Other Professional Services Account No.21-4170-554-00.

The President and the Board of Trustees have considered the Agreement and the expenditure and determined that their approval is in the best interest of the Village and the public.

Section 2. Waiver Of Competitive Bids.

The requirement that competitive, sealed bids be solicited for this Agreement is hereby waived.

Section 3. Approval of Agreement.

The Agreement with the Vendor shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 4. Authorization to Execute Agreement.

The Village Manager is hereby authorized to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Vendor and compliance by the Vendor with all conditions precedent to closing; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
NAYS:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

February 10, 2026

Joesph Rizzo
Utilities Superintendent, Public Works
Village of Northbrook
655 Huehl Road
Northbrook, IL 60062

Subject: RMP Compliance Service Renewal Proposal

Dear Mr. Rizzo,

Thank you for your interest in renewing MunicipalH2O's Risk Management Plan (RMP) Compliance Services Program for the following Site(s):

Village of Northbrook Water Filtration Plant	750 Dundee Road	Northbrook	IL

As an existing Client, MHC will continue to provide you with the following benefits, in accordance with the original agreement, for the above-mentioned Site(s):

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MHC during the term of our service, subject to the Compliance Guarantee Requirements.
- Conduct an annual RMP Compliance Review of the Site(s) and processes for ongoing compliance and update documentation as needed. Annual Compliance Reviews shall be conducted by telephone or web-conference.
- Comprehensive review of all RMP documents for the Site(s) prior to an EPA inspection so RMP program elements are in order and up-to-date, and guidance on how to be better prepared on the day of the inspection.
- In the event of the loss of Client's key RMP personnel, MHC works with new personnel to educate and train them on RMP regulations and activities required to remain in continuous compliance.
- Year-round availability of professional RMP consulting services during normal business hours.
- Maintain and update Client's MyMHC online portal as needed to reflect any changes affecting RMP compliance requirements that occur in the Site(s) or operations of Client.
- Online tools and advance notification emails to remind Site personnel of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Tips and Guidance emails to keep Site personnel up to date on RMP compliance information and issues to help maintain their RMP program and compliance.

- Access to safety videos, quizzes, and chemical specific guidance documents for use in training.
- Store and back up Client's RMP compliance documents in an off-site data storage facility.

The annual renewal fee for the RMP Compliance Services Program is $ 4,800, which may be invoiced annually or monthly. We will continue invoicing as you previously requested unless you direct us otherwise.

We appreciate the continued relationship with you and thank you for your business. Please let me know if you have any questions or need anything else.

Sincerely,

Brent

Brent Talley
Brent@municipalh2o.com
Office: 800-897-9425
815 Technology Drive, #242568
Little Rock, AR 72223
www.MunicipalH2O.com

PROFESSIONAL SERVICES AGREEMENT
RENEWAL

THIS RENEWAL of the Professional Services Agreement ("Renewal") is made and entered into between AssureCo Risk Management and Regulatory Compliance LLC dba Municipal H2O® ("MHC") whose address is 815 Technology Drive, #242568, Little Rock, AR 72223, AR, and the Village of Northbrook ("Client") whose address is 655 Huehl Road, Northbrook, Il 60062.

WHEREAS, the parties entered into a Professional Services Agreement dated 4/29/2019 for consulting services related to the EPA's Risk Management Program rule ("Agreement") and wish to continue it.

NOW, THEREFORE, the parties agree the Agreement shall remain in full force at a total annual cost of $4,800.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this Renewal as shown below and hereby represent they have full authority to execute this Renewal and to bind the party he/she represents:

Client: Village of Northbrook

_____	_____
Print Name	Date
_____	
Signature	
_____	
Title	

MHC:

Chris Eley	2/10/2026
Print Name	Date
_____	
Signature	
President	
Title	

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into by the Village of Northbrook, located in Northbrook, Illinois, here-in-after called "VILLAGE" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, VILLAGE agrees to contract with MHC to perform professional services ("Services") related to VILLAGE compliance with EPA Risk Management Program requirements for the following facility:

Village of Northbrook, IL - Water Filtration Plant 750 Dundee Road Northbrook IL

Services will be performed using online services available at www.MunicipalH2O.com as specified in the attached Exhibit A. MHC shall provide services to VILLAGE as an independent contractor, not as an employee of VILLAGE. All services required hereunder will be performed by MHC or under its supervision.

2. MHC COMPLIANCE GUARANTEE. MHC agrees to pay any and all fines imposed by the Environmental Protection Agency (EPA), or in OSHA-delegated states the responsible state agency, levied on VILLAGE because of VILLAGE's failure to comply with EPA's Risk Management Program rule ("RMP") or the state's equivalent of RMP, provided that the fine is for a failure to comply during the term of MHC's Services, following MHC's completion of the Services specified as part of the Compliance Set-up Services in Exhibit A, and provided that VILLAGE has fully complied with VILLAGE's Compliance Guarantee Requirements specified in Exhibit B. VILLAGE agrees to promptly notify MHC in the event that a fine, otherwise covered by this guaranty, is proposed or levied and further agrees to provide MHC with a copy of the written citation and allow MHC to communicate with EPA or the state agency, in conjunction with VILLAGE, to attempt to negotiate a reduction in the amount of said fine or otherwise mitigate the amount thereof, should MHC, in its sole discretion, choose to do so. Notwithstanding the above provisions, this guaranty shall exclude any fine levied for a violation resulting from any error or omission of VILLAGE: (a) to maintain equipment, and properly document such maintenance, covered by RMP requirements (e.g. such as hoists and chlorine detectors) according to procedures specified by the manufacturer in the owner's manual, and (b) to provide in a timely

manner operator procedures training for new operators and refresher training for existing operators and properly document such training as required by RMP. MHC agrees that it is responsible for including such RMP requirements in the written Prevention Program provided to VILLAGE by MHC. This guaranty shall also exclude any fine levied more than one (1) year after the termination of this Agreement for any reason by either party.

3. COMPENSATION. VILLAGE agrees to pay MHC a one-time Setup Fee of **$3,000.** Additionally, VILLAGE agrees to pay MHC a monthly fee of **$350** for a first-year total cost of **$7,200** (Setup Fee plus 12 months of monthly fees) for the professional services specified in Exhibit A during the term of this AGREEMENT. Payments are due within thirty (30) days of VILLAGE's receipt of invoice. If services beyond the professional services described in Exhibit A are required by VILLAGE, the time and cost required to perform such services shall be agreed upon by VILLAGE and MHC prior to the initiation of such work. The parties agree that the professional services specified in Exhibit A, with the exception of MHC's presence during an EPA or state inspection, normally can be performed by telephone and through the online services of MunicipalH2O.com. If any of the professional services require a site visit, including during an EPA or state inspection, and if VILLAGE approves the site visit in advance, VILLAGE agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work.

4. COOPERATION. VILLAGE agrees to provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required services.

5. TERM AND TERMINATION. The AGREEMENT is effective on the date of signature by VILLAGE and MHC, for a Term of twelve (12) calendar months, during which time the AGREEMENT may only be terminated in the event of a material breach of the Agreement, which the defaulting party fails to cure within ten (10) business days of written notice. The AGREEMENT will automatically renew each year at the Monthly Service Fee quoted for an additional one-year term on the anniversary of the effective date unless written notice is provided to the other party by the party wishing to terminate at least thirty (30) days prior to the renewal date.

6. CONFIDENTIALITY. The parties to this AGREEMENT agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

7. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O
Attention: MHC Business Operations
650 South Shackleford Rd, Suite 325
Little Rock, AR 72211

Village of Northbrook (VILLAGE):

Village of Northbrook
Attention: Utilities Superintendent
655 Huehl Road
Northbrook, IL 60062

8. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than VILLAGE and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of VILLAGE and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between VILLAGE and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

Village of Northbrook, IL (VILLAGE):

Kelly Hamm II — Print Name

4/29/19 — Date

Signature

Director Public Works — Title

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

Stephen Glenn — Print Name

4-12-2019 — Date

Signature

VP Business Operations — Title

EXHIBIT A
Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following professional services:

Compliance Set-up Services for the Facility:

1. Conduct an EPA Compliance Audit
2. Based on information provided by VILLAGE, create and/or update RMP written documentation, including:
   - Compliance Audit Report
   - Hazard Assessment using EPA's RMP*Comp software and the latest available US Census software available from the MARPLOT mapping program.
   - RMP Prevention Program with all elements as required by EPA
   - Hazard Review or Process Hazard Analysis
3. Complete EPA registration forms and electronic filing using EPA's RMP*eSubmit as required.
4. Set up MunicipalH2O web-based account allowing VILLAGE to receive the RMP Compliance Alert Service.
5. Provide training to VILLAGE on the use of online RMP tools and resources available through the MunicipalH2O web-based service.

Ongoing Compliance Maintenance Services for the Facility:

1. Maintain and update as needed the VILLAGE MunicipalH2O.com web site to reflect any changes that occur in the facility or operations of VILLAGE by maintaining regular contact with VILLAGE to inquire about facility or process changes that may have affected RMP compliance requirements;
2. Assist in the conduct and documentation of the recurring requirements of the RMP standards, as needed, to include:
   - Written Prevention Program updates
   - Compliance Audits and reports
   - Hazard Review/Analysis updates and reports
   - Operating Procedures updates and training materials
   - Written Hazard Assessment updates
   - EPA Registration updates and submittals
3. Conduct, in cooperation with VILLAGE, an annual RMP Compliance Review of the facility and process covered by this Agreement to ensure ongoing compliance and update documentation as needed. Annual Compliance Review shall be conducted by telephone or web-conference using the online automation tools of MunicipalH2O;
4. Provide onsite support upon request in conjunction with an EPA or state inspection related to RMP, provided that at least five (5) business days' prior written notice (email, fax, postal mail or courier) is provided to MHC; and
5. Provide the Compliance Guarantee to pay any fines resulting from MunicipalH2O's errors or omissions as specified in this Agreement.

EXHIBIT B
Compliance Guarantee Requirements

In accordance with the terms of Section 2 of the AGREEMENT, VILLAGE understands and agrees that the MHC Compliance Guarantee is invalidated and becomes immediately null and void if VILLAGE does not consistently and promptly perform the following requirements ("Compliance Guarantee Requirements"):

1. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all changes in VILLAGE facility treatment processes, personnel, equipment used, operating procedures, equipment maintenance procedures, quantities of chemicals used, and other matters relevant to EPA or State Risk Management Program Requirements. It shall be VILLAGE's responsibility to return MHC's telephone call based on MHC leaving one voicemail message at VILLAGE's telephone number of record and sending one email to VILLAGE's email address of record;

2. Promptly implement and adequately document the performance of the recurring requirements specified in the written Prevention Program provided by MHC to VILLAGE, including proper equipment maintenance in accordance with manufacturer's specifications and proper training of new facility operators and service suppliers ("Recurring Requirements");

3. Promptly implement and adequately document the performance of all actions specified as needed for EPA and State Risk Management Program compliance in MHC Compliance Alerts made available on VILLAGE's MHC website home page accessible at www.MunicipalH2O.com and/or provided to VILLAGE in a written communication from MHC delivered by U.S. Postal service mail, overnight courier, email or Facsimile ("Required Actions");

4. Promptly reply to any MHC telephone call when a voicemail is left by MHC at VILLAGE telephone number of record indicating the call is regarding VILLAGE "RMP Compliance Update" and promptly reply to any email from MHC entitled "RMP Compliance Update" sent to VILLAGE email address of record.; and

5. Ensure that MHC is always provided with current information regarding VILLAGE designated compliance contact person, an alternate contact person in the event that the primary contact person is not available, and the telephone number(s), email address(es) and Facsimile number(s) appropriate for compliance-related communications.

6. Promptly notify MHC of receipt of any communication from EPA, OSHA or a state agency regarding VILLAGE's non-compliance with RMP requirements covered under this Agreement; and grant MHC permission to communicate directly with EPA, OSHA or state agency making such allegation of non-compliance in an effort to avoid a citation or mitigate the amount of fine related to the alleged non-compliance.

PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by Village of Northbrook, located in Northbrook, Illinois, here-in-after called "CLIENT" and AssureCo Risk Management and Regulatory Compliance LLC dba MunicipalH2O; here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. **SERVICES.** In accordance with the terms of this AGREEMENT, MHC will perform the services related to CLIENT compliance with America's Water Infrastructure Act requirements as specified in Exhibit A ("Services"). MHC shall provide Services as an independent contractor, not as an employee of the CLIENT. Services will be performed by MHC or under its supervision. CLIENT agrees a) MHC can normally perform Services remotely via telephone, email, and the online services at www.MunicipalH2O.com, b) Services are dependent upon the information provided by CLIENT being complete and accurate, and c) to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete Services.
2. **COMPENSATION.** CLIENT agrees to pay MHC a total One-Time Project Fee of **$15,500** with payment schedule as follows:
    - 20% upon signing of AGREEMENT,
    - 40% upon MHC's completion of the Risk and Resilience Assessment Plan, and
    - 40% upon MHC's completion of the Emergency Response Plan.

    Payments are due within thirty (30) days of CLIENT's invoice receipt. CLIENT agrees to pay via ACH, wire or check (ACH preferred). If CLIENT requires any changes to Services, CLIENT and MHC shall agree on the scope, cost and timing of such changes and add them to this Agreement as an Addendum signed by both parties prior to the initiation of such work. For any agreed upon on-site visits, the CLIENT agrees to pay for all travel expenses.
3. **TERM AND TERMINATION.** The AGREEMENT is effective on the date of signature by CLIENT and MHC ("Effective Date"). The AGREEMENT may only be terminated in the event of a material breach, which the defaulting party fails to cure within ten (10) business days of written notice.
4. **WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY.** MHC warrants that it will use commercially reasonable efforts to provide accurate and timely Services, based on laws and regulations governing Services as of the Effective Date, at a manner no less

consistent with that level of care, skill, diligence, thoroughness, and competence ordinarily exercised by industry professionals currently practicing in the same location under similar conditions. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CLIENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. CLIENT AGREES SERVICES ARE NOT LEGAL ADVICE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR FAILURES OR DELAYS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER ARISING OUT OF OR CAUSED BY, DIRECTLY OR INDIRECTLY, FORCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR OR TERRORISM, CIVIL OR MILITARY DISTURBANCES, NUCLEAR OR NATURAL CATASTROPHES, AND INTERRUPTIONS, LOSS OR MALFUNCTIONS OF UTILITIES, COMMUNICATIONS OR COMPUTER (SOFTWARE AND HARDWARE) SERVICES; IT BEING UNDERSTOOD THAT THE PARTY SHALL USE REASONABLE EFFORTS WHICH ARE CONSISTENT WITH ACCEPTED INDUSTRY PRACTICES TO RESUME PERFORMANCE AS SOON AS PRACTICABLE UNDER THE CIRCUMSTANCES. IN NO EVENT SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY.

5. **OWNERSHIP.** MHC will perform Services using its prior knowledge and experience, intellectual property, processes, procedures, templates, formats, software, and online platforms ("Prior Works"). Ownership of those Prior Works and any derivations thereof, whether modified or not during the performance of Services, shall remain exclusively in MHC. CLIENT agrees not to a) make, have made, modify, reverse engineering, create derivative works of, copy, publicly display, use, or distribute such Prior Works or derivations thereof, b) sell or be compensated in any way for such Prior Works or derivations thereof either directly or through third-parties, sublicensees or any parties not a party to this Agreement and, c) use such Prior Works or derivations thereof other than in connection with this Agreement. All

documents, data, studies, surveys, drawings, specifications, notes, maps, models, photographs and reports pertaining to Services prepared, assembled, finished and/or unfinished by MHC for Client under this Agreement, with the exception of Prior Works, shall be deemed works made for hire under the United States copyright law, become the sole property of the Client, and all right, title and interest in and to such shall vest automatically in the Client. MHC may retain copies.

6. **CONFIDENTIALITY.** CLIENT and MHC agree that neither they nor their employees, agents and assigns shall disclose any information pertaining to the business affairs, finances, methods of operation, computer programs or any personal information of the other, whether written, oral, or otherwise, except where required by law or upon express consent of the other party. This shall not apply to any information that was in the public domain at the time of disclosure or becomes part of the public domain without breach of these Confidentiality terms.

7. **NOTICES.** Any notices required pursuant to this AGREEMENT shall be mailed or emailed to the parties at the following addresses:

To MHC:	To CLIENT:
MunicipalH2O 815 Technology Drive, #242568 Little Rock, AR 72223 Attn: MHC Business Operations Email: service@municipalh2o.com	Name: Village of Northbrook Address: 655 Huehl Road City: Northbrook, IL 600062-2305 Attn: Joseph Rizzo Email: joseph.rizzo@northbrook.il.us

8. **MISCELLANEOUS.** Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CLIENT and MHC and supersedes all prior written or oral understandings.

This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below and hereby represent they have full authority to execute this AGREEMENT and to bind the party he/she represents:

Village of Northbrook (CLIENT):

_____ _____

Print Name Date

_____

Signature

_____

Title

AssureCo Risk Management and Regulatory Compliance LLC dba MunicipalH2O (MHC)

Chris Eley 2/5/2026

Print Name Date

Signature

President

Title

EXHIBIT A
Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

Risk and Resilience Assessment Plan Update

1. Identify and update critical assets of the CLIENT's water system that could be impacted by Malevolent Acts and/or natural hazards.
    - AWIA-identified assets categories may include:
        - Physical barriers
        - Source water
        - Pipes and constructed conveyances, water collection and intake
        - Pretreatment and treatment
        - Storage and distribution facilities
        - Electronic, computer or other automated systems
        - Capital and operational needs for system functionality
    - Malevolent Acts asset categories may include:
        - Monitoring practices
        - Financial infrastructure
        - Use, storage, or handling of chemicals
        - Operation and maintenance of the system
2. Using tools provided by EPA, re-assess the risk and resilience of each identified asset of CLIENT water system in terms of the following:
    - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property.
    - Vulnerability – likelihood of mitigation of a threat
    - Consequence – financial impact of asset replacement
3. Re-evaluate the highest risks to critical operations for CLIENT water system:
    - Identify measures for CLIENT to reduce those risks.
4. Develop updated written Risk and Resilience Assessment Report

Emergency Response Plan

1. Review existing Emergency Response Plan for CLIENT to determine updates that may be required to meet AWIA rules.
2. Assist CLIENT in development of a documented and up to date Emergency Response Plan that can be implemented to mitigate the threats identified in the Risk and Resilience Assessment
3. The Emergency Response Plan will address the following:
    - Utility Information
        - Utility Overview
        - Personnel Information
        - Primary Utility Assets
        - Industry Chemical Handling and Storage Facilities
        - Safety Response Resources
        - Key Local Services
    - Update Resilience Strategies - This section of the ERP will contain a list of basic strategies, resources, and emergency response roles to improve the resilience of CLIENT water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:

    - Utility Personnel Roles and Responsibilities
    - External Response Partner Roles to assist in coordination efforts
    - Basic Communication Strategies and Responsibilities
- Update Emergency Plans and Procedures - This section of the ERP will focus on plans and procedures that can be implemented to help ensure ability to deliver safe drinking water:
    - Physical Security
    - Cybersecurity
    - Power Loss
    - Alternate Drinking Water Sources
    - Water Quality Sampling and Analysis Contact Lists and Procedures
    - Workforce Viability
- Update Mitigation Actions - This section of the ERP will contain actions and procedures and equipment considerations that can lessen the impact of a malevolent act or natural hazard:
    - Alternative Source Water Options
    - Interconnected Utilities
    - Specific Mitigation Actions based on threat
- Produce updated written Emergency Response Plan

EXHIBIT B
CLIENT RESPONSIBILITIES

In accordance with the terms the AGREEMENT, CLIENT understands and agrees to perform the following requirements consistently and promptly:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete Services.

2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.

3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of Services.

4. Identify and coordinate meetings between MHC and CLIENT personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to complete Services.

5. Promptly reply to any MHC voice mail or email related to a request for information related to Services.

6. MHC is not obligated to continue Services and may stop work if requests for information required to complete the project are not provided on a timely basis.

RMP Compliance. Guaranteed.
815 Technology Drive, #242568
Little Rock, Arkansas 72223
www.MunicipalH2O.com
Phone: 800-897-9425

January 8, 2026

Joseph Rizzo
Utilities Superintendent, Public Works
City of Northbrook
655 Huehl Road
Northbrook, IL 60062-2305

Re: America's Water Infrastructure Act Compliance Service – MunicipalH2O Proposal

Dear Joseph,
Thank you for your interest in MunicipalH2O's America's Water Infrastructure Act (AWIA) Compliance Service and for allowing us an opportunity to submit this proposal for your consideration.

America's Water Infrastructure Act (AWIA) - Background
Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed based on the results of the Risk and Resilience Assessment. These two documents must be updated and recertified every five years. According to the Safe Drinking Water Information System (SDWIS) the Village of Northbrook serves a population of 34,407 and therefore must update and recertify your Risk and Resilience Assessment by June 30, 2026.

AWIA Compliance Service – The MunicipalH2O AWIA Compliance Service consists of the following processes and activities:

Risk and Resilience Assessment Plan Update

1. Identify and update critical assets of the CLIENT's water system that could be impacted by Malevolent Acts and/or natural hazards.
    - AWIA-identified assets categories may include:
        - Physical barriers
        - Source water
        - Pipes and constructed conveyances, water collection and intake
        - Pretreatment and treatment
        - Storage and distribution facilities

    - Electronic, computer or other automated systems
    - Capital and operational needs for system functionality
  - Malevolent Acts asset categories may include:
    - Monitoring practices
    - Financial infrastructure
    - Use, storage, or handling of chemicals
    - Operation and maintenance of the system
2. Using tools provided by EPA, re-assess the risk and resilience of each identified asset of CLIENT water system in terms of the following:
   - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property.
   - Vulnerability – likelihood of mitigation of a threat
   - Consequence – financial impact of asset replacement
3. Re-evaluate the highest risks to critical operations for CLIENT water system:
   - Identify measures for CLIENT to reduce those risks.
4. Develop updated written Risk and Resilience Assessment Report

Emergency Response Plan

1. Review existing Emergency Response Plan for CLIENT to determine updates that may be required to meet AWIA rules.
2. Assist CLIENT in development of a documented and up to date Emergency Response Plan that can be implemented to mitigate the threats identified in the Risk and Resilience Assessment
3. The Emergency Response Plan will address the following:
   - Utility Information
     - Utility Overview
     - Personnel Information
     - Primary Utility Assets
     - Industry Chemical Handling and Storage Facilities
     - Safety Response Resources
     - Key Local Services
   - Update Resilience Strategies - This section of the ERP will contain a list of basic strategies, resources, and emergency response roles to improve the resilience of CLIENT water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
     - Utility Personnel Roles and Responsibilities
     - External Response Partner Roles to assist in coordination efforts
     - Basic Communication Strategies and Responsibilities
   - Update Emergency Plans and Procedures - This section of the ERP will focus on plans and procedures that can be implemented to help ensure ability to deliver safe drinking water:
     - Physical Security
     - Cybersecurity
     - Power Loss
     - Alternate Drinking Water Sources
     - Water Quality Sampling and Analysis Contact Lists and Procedures

    - Workforce Viability
- Update Mitigation Actions - This section of the ERP will contain actions and procedures and equipment considerations that can lessen the impact of a malevolent act or natural hazard:
    - Alternative Source Water Options
    - Interconnected Utilities
    - Specific Mitigation Actions based on threat
- Produce updated written Emergency Response Plan

Pricing and Payment Schedule

The One-Time Project Fee for completion of the AWIA Compliance Service for the Village of Northbrook would be $15,500 with payment due as follows:

$3,100	20% Due Upon Signing of the Agreement
$6,200	40% Due Upon Completion of the Risk and Resilience Plan
$6,200	40% Due Upon Completion of the Emergency Response Plan
$15,500	**One-Time Project Total**

Price quoted is good for a minimum of 90 days.

We will work closely with the Village of Northbrook personnel to complete the Risk and Resilience Assessment Update and the Emergency Response Plan in a timely manner.

Please Note: All services can be performed through conference calls and through the online services and tools available from MunicipalH2O. If any of the services require a site visit, the Village of Northbrook agrees to reimburse MunicipalH2O for travel expenses to include mileage expense calculated using current IRS rates (or airfare and car rental if less) and lodging and meals if required to complete the work. No travel will occur without an estimate of travel expenses and prior approval from the client.

Please call or email with any immediate questions. Thank you for considering MunicipalH2O.

Sincerely,
Brent

Brent Talley
Director of Business Development
MunicipalH2O

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Chief Financial Officer Steve Drazner
Date: 2026-03-10
Subject: An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois

Overview

On a continual basis, staff evaluates expenditures to ascertain that there are no significant cost increases to planned expenditures which may be due to supply chain issues, unexpected capital costs, etc. and brings forward an Ordinance for amending the adopted budget to appropriate necessary funds, including amendments that consist of carryforward appropriations from the prior year as well as new money requests.

Fiscal Impact

The Ordinance includes the following:

- "New funding" amendments which impacts the Village's finances. New funding requests total $2,976,026 inclusive of $2,419,793 for the Water Fund meter replacement project which is within the contractual amount approved by the Village Board and the new funding amendment is primarily due to timing of the invoice payments between last fiscal year, the current fiscal year, and the subsequent to-be-adopted fiscal year.
- "Reclassification" amendments which are merely moving funds between or among accounts. These have no overall net impact on the Village's finances, cash position, or aggregate fund balance.

Recommendation

Approval.

Background

An Ordinance, including Exhibit A, has been prepared to modify specific appropriations in the Fiscal Year 2026 Adopted Budget. On a continual basis, staff evaluates expenditures to ascertain that there are no significant overages. When an actual expenditure in any particular general ledger account exceeds the amount appropriated, a budget amendment is usually required.

From a legal perspective, as long as the sum of all aggregated expenditures in each Fund are at or below that Fund's aggregated appropriations, budget amendments are not required. However, the Village reviews its actual budget variances at the general ledger account level as well as the Fund level, and therefore, staff takes a somewhat stricter approach for budget

amendments than the State statutory legal requirement.

There are three types of budget amendments as outlined below:

1) A "reclassification" amendment is merely moving a portion of an unspent appropriation from one general ledger account to another general ledger account. Such reclasses may be within the same operating department, different operating departments, or even different Funds. The Q3 amendment contains thirteen reclassification amendments which will have no aggregate impact on fund balance.

2) A "carryover" amendment is often used when a prior fiscal year appropriation is not completely expended. The unexpended amount from the prior fiscal year may then be "carried over" into the current fiscal year. Such carryover amendments should not be viewed negatively from a financial standpoint, as the payment or expense is often only a timing issue between two consecutive fiscal years. Examples of when a carryover amendment may be required can be delays between ordering and receiving goods/services (overlapping two fiscal years), installment billing for larger capital projects spanning over more than one year, and when merchandise is unavailable and a purchase or delivery is deferred by the vendor or village. There are no carryover budget requests in this batch of amendments.

3) "New funding" amendments are for adding an additional appropriation above and beyond what was previously adopted by the Village Board. Such new funding requests are often needed when unexpected costs are incurred or the costs included in the original appropriations were unknown at the time of adoption or underestimated. New funding appropriations, with certain exceptions, typically reduce a year-end surplus or add to a year-end deficit.

New funding budget amendments total $2,976,026. The top three new money amendment requests are:

a) $2,419,793 for the Water Fund meter replacement project. This is primarily due to timing of the invoice payments between last fiscal year, the current fiscal year, and the subsequent to-be-adopted fiscal year. Please note that the meter replacement project is expected to remain within the contractual amount approved by the Village Board.

b) $262,703 for Series 2025 bond issuance costs not appropriated. The costs of the issuance were netted against the bond proceeds and thus, did not adversely impact fund balance even though this expense is technically a "new money" budget amendment.

c) $96,160 for snow and ice removal materials due to the fairly severe January/February snowfall occurrences compared to some of the recent previous mild winter seasons.

These top three amendments equal $2,778,656, or 93% of the total $2,976,026 new money budget requests.

Please refer to the attached detail herein as Exhibit A and incorporated as part of the Budget Amendment Ordinance.

Q3, FY26 Budget Amendment Ordinance
Exhibit A: Q3, FY26 Summary and Detail

Ordinance 2026-__

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending the Fiscal Year 2026 Annual Budget for the Village of Northbrook, Illinois

is hereby adopted, as follows:

Section 1. Fiscal Year 2026 Annual Budget Amendment.

The following expenditures as contained in the Fiscal Year 2026 Annual Budget are hereby amended as set forth in the "Requested Budget Amendments by Line Item," attached hereto and incorporated herein by reference.

Section 2. Severability and Repeal of Inconsistent Ordinances.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date.

This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

ADOPTED:

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

_____
Village President

ATTEST:

_____
Village

Requested Budget Amendments by Line Item

Fiscal Year 2026, Q3 (3/10/26)

Managing

GL#	Account Description	Fund	Department/Division	Current	Amended	Net Change	Key Code	Page # in Packet
11-1400-543-01	Software as a Service	General	IT	969,215	916,315	(52,900)	RA	1
11-1400-554-00	Other Professional Services	General	IT	310,540	363,440	52,900	RA	1
11-2100-501-01	Regular Salaries	General	Police	11,713,270	11,687,970	(25,300)	RA	2
11-2100-505-07	Fitness Incentive	General	Police	36,000	61,300	25,300	RA	2
11-2100-501-01	Regular Salaries	General	Police	11,687,970	11,683,620	(4,350)	RA	3
11-2100-505-08	On Call Pay	General	Police	-	4,350	4,350	RA	3
11-2100-501-01	Regular Salaries	General	Police	11,683,620	11,653,620	(30,000)	RA	4
11-2100-541-31	Sworn Training/Tuition Reimbursement	General	Police	85,000	115,000	30,000	RA	4
11-3100-540-00	Conferences	General	Fire	13,985	12,385	(1,600)	RA	5
11-3100-599-02	Canteen Service	General	Fire	5,150	6,750	1,600	RA	5
11-4100-531-80	Climate Action Plan Forestry Exp.	General	Public Works	466,350	456,350	(10,000)	RA	6
11-4100-525-00	Maintenance-Vehicles	General	Public Works	36,685	46,685	10,000	RA	6
11-4100-531-80	Climate Action Plan Forestry Exp.	General	Public Works	456,350	452,550	(3,800)	RA	7
11-4100-538-73	Electricity	General	Public Works	4,675	8,475	3,800	RA	7
11-4100-524-76	Maintenance - Buildings and Grounds (Fire Stations)	General	Public Works	37,595	32,378	(5,217)	RA	8
11-4100-524-78	Maintenance - Buildings and Grounds (Generator Maintenance)	General	Public Works	14,430	19,647	5,217	RA	8
11-4100-562-73	Village System	General	Public Works	105,000	92,370	(12,630)	RA	9
11-4100-530-73	IDOT Signals	General	Public Works	20,800	33,430	12,630	RA	9
11-4100-612-73	Building Maintenance -PWC	General	Public Works	24,000	22,800	(1,200)	RA	10
11-4100-615-72	Petroleum Products-Oil	General	Public Works	3,500	4,700	1,200	RA	10
11-4100-585-78	Street Debris Removal	General	Public Works	15,000	2,000	(13,000)	RA	11
11-4100-625-71	Street Maintenance	General	Public Works	98,595	111,595	13,000	RA	11
14-4160-613-00	Maintenance Parts Supplies	Sewer	Public Works	9,000	6,800	(2,200)	RA	12
14-4160-539-00	Natural Gas	Sewer	Public Works	7,520	9,720	2,200	RA	12
21-4170-528-81	Lakefront Pump Station	Water	Public Works	60,000	52,200	(7,800)	RA	13
21-4170-612-82	Water Filtration Plant	Water	Public Works	8,000	15,800	7,800	RA	13
						-		

Requested Budget Amendments by Line Item

GL#	Fiscal Year 2026, Q3 (3/10/26) Account Description	Fund	Managing Department/Division	Current	Amended	Net Change	Key Code	Page # in Packet
11-1120-554-00	Other Professional Services	General	VMO	122,776	206,776	84,000	N	14
11-2100-542-00	Memberships	General	Police	94,155	96,155	2,000	N	15
11-2100-653-05	Initial Issue	General	Police	10,000	12,100	2,100	N	16
11-3100-615-01	Gasoline and Diesel Fuel	General	Fire	64,660	130,000	65,340	N	17
11-4100-615-01	Gasoline and Diesel Fuel	General	Public Works	89,500	109,370	19,870	N	18
11-4100-615-71	Propane	General	Public Works	1,100	4,725	3,625	N	19
11-4100-625-73	Snow and Ice Removal Materials	General	Public Works	175,891	272,051	96,160	N	20
11-8100-802-00	Bond Issue Costs	General	Finance	-	16,192	16,192	N	21
14-4160-615-01	Gasoline and Diesel Fuel	Sewer	Public Works	12,100	20,185	8,085	N	22
16-4190-538-91	Lift Stations	Stormwater	Public Works	2,800	5,700	2,900	N	23
16-4190-615-01	Gasoline and Diesel Fuel	Stormwater	Public Works	12,500	14,740	2,240	N	24
21-4170-615-01	Gasoline and Diesel Fuel	Water	Public Works	2,000	9,210	7,210	N	25
21-4180-702-00	Meters	Water	Public Works	3,160,000	5,579,793	2,419,793	N	26
21-8100-802-00	Bond Issue Costs	Water	Finance	-	180,818	180,818	N	21
38-8100-802-00	Bond Issue Costs	Facility	Finance	-	65,693	65,693	N	21
						2,976,026		
		TOTAL				$ 2,976,026		

Key: CF=Prior Year Carryforward N=New Funding RA= Reallocation

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Lori Baker
Title: Chief Information Officer

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-1400-543-01	11-1400-554-00	969,215	52,900	916,315	310,540	52,900	363,440
Account Descriptions →	Software as a Service	Other Professional Services						
Budget Page # →	141	141						

** Includes any prior approved amendments

Explanation Below

In 2023, the Board approved a three year agreement with SHI Headquarters for the Granicus Peak legislative management system, using GL Acct No 11-1400-554-00. For FY26, the new GL Acct No 11-1400-543-01 - Software as a Service, was created for tracking subscription services. The funds for the Peak renewal were moved into this new account, 11-1400-543-01 since Peak is a subscription-based system. When the FY26 renewal PO was entered for the third and final year of the Peak agreement, GL Acct No 11-1400-554-00 was used, which is what the Board approved. Requesting reclassification of $52,900 from GL Acct No 11-1400-543-01 to 11-1400-554-00 to cover the cost of this annual subscription.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-501-01	11-2100-505-07	11,713,270	25,300	11,687,970	36,000	25,300	61,300
Account Descriptions →	Regular Salaries	Fitness Incentive						
Budget Page # →	155	155						

** Includes any prior approved amendments

Explanation Below

This budget amendment reflects the additional costs of the recently negotiated fitness/wellness incentive that is now included in both the patrol officers'/dispatchers' and sergeants' collective bargaining agreements.

As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-501-01	11-2100-505-08	11,687,970	4,350	11,683,620	-	4,350	4,350
Account Descriptions →	Regular Salaries	On Call Pay						
Budget Page # →	155	N/A						

** Includes any prior approved amendments

Explanation Below

This budget amendment reflects the additional costs of the recently negotiated on call pay stipend that is now included in the patrol officers'/dispatchers' collective bargaining agreement.

As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Jason Batalden
Title: Internal Services Administrator

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-2100-501-01	11-2100-541-31	11,683,620	30,000	11,653,620	85,000	30,000	115,000
Account Descriptions →	Regular Salaries	Sworn Training/Tuition Reimbursement						
Budget Page # →	155	156						

** Includes any prior approved amendments

Explanation Below

This budget amendment reflects the additional costs that have been incurred for departmental training due to the following: 1) an increase in the cost of NEMRT classes which were previously provided free to members. NEMRT has lost considerable state funding in the recent past, 2) an increased need to provide technical training for specialized tasks (e.g., Crime Scene Investigator and training instructors (e.g., Taser) as officers move through career progression and to maintain operational coverage, 3) an unplanned training/professional advancement opportunity for staff to attend the FBI Academy, and 4) an increase in requests for tuition reimbursement.

As this is a reclassification only, it will have no affect on the Village's General Fund.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Matthew Vanderweel
Title: Deputy Chief

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-3100-540-00	11-3100-599-02	13,985	1,600	12,385	5,150	1,600	6,750
Account Descriptions →	Conferences	Canteen Service						
Budget Page # →	174	174						

** Includes any prior approved amendments

Explanation Below

The Fire Department budget includes funding for coffee and water supplies for the three fire stations and the Administration Building. This request is based on previous years usage. For FY26, $5,150 was allocated to account 11-3100-599-02 for this purpose.

Due to recent increases in Fire Department staffing, coffee consumption has risen, resulting in expenditures exceeding the amount budgeted for FY26. Accordingly, we are requesting a transfer of $1,600 in unencumbered funds to account 11-3100-599-02 to cover the additional expense.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-4100-531-80	11-4100-525-00	466,350	10,000	456,350	36,685	10,000	46,685
Account Descriptions →	Climate Action Plan Forestry Exp.	Maintenance-Vehicles						
Budget Page # →	201	201						

** Includes any prior approved amendments

Explanation Below

This account is intended to support the repair and maintenance of the Village's fleet of trucks and equipment performed by vendors. As the Village's fleet ages, more costly components of the trucks and equipment are in need of repair.

$10,000 is requested to be reallocated for unanticipated repairs to Unit #224 which had a cracked cylinder head due to corrosion over time and needed replacement. The continued operation of this vehicle if not repaired would have lead to further damage. The total amount of the repair was $17,089. The balance of the request is for future unanticipated repairs for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-4100-531-80	11-4100-538-73	456,350	3,800	452,550	4,675	3,800	8,475
Account Descriptions →	Maintenance Streets-CAP	Electricity						
Budget Page # →	201	202						

** Includes any prior approved amendments

Explanation Below

This account pays for the electricity for the heat at the Public Works Center. $3,800 is requested to be reallocated for expenses related to heating the garage at the Public Works Center facility. The request for $3,800 covers the current overage and any future unanticipated expenses for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From **GL #**	To **GL #**	Current Yr Budget**	Requested Amount	Current Yr Amended	Current Yr Budget**	Requested Amount	Recommended Current Yr Amended
	11-4100-524-76	11-4100-524-78	37,595	5,217	32,378	14,430	5,217	19,647
Account Descriptions	Maintenance - Buildings and Grounds (Fire Stations)	Maintenance - Buildings and Grounds (Generator Maintenance)						
Budget Page #	201	201						

** Includes any prior approved amendments

Explanation Below

The funds in General Fund account 11-4100-524-78 are utilized to cover costs related to routine maintenance, load bank testing, and any essential repairs for facility generators.

Staff is requesting the reallocation of $5,217 in surplus funds from the Fire Station Buildings and Grounds account (11-4100-524-76) to address an unforeseen emergency generator block heater repair at Fire Station 11. The funds will cover a $4,217 overage, which includes the $2,600 repair cost, and provide a $1,000 contingency for the remainder of the fiscal year in account 11-4100-524-78.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-4100-562-73	11-4100-530-73	105,000	12,630	92,370	20,800	12,630	33,430
Account Descriptions →	Village System	IDOT Signals						
Budget Page # →	192	189						

** Includes any prior approved amendments

Explanation Below

The Village reimburses the State of Illinois Treasure's Office for the maintenance of the nine (9) traffic signals it owns and operates within the corporate limits of the Village of Northbrook. Account 11-4100-530-73 contained sufficient funds for two (2) payments. However, the invoices year-to date are $3,664 more than estimated and a third payment will be due in Q4 of FY26.

Surplus Funds in the amount of $12,630 from Account 11-4100-562-73 Village System - Electricity for Village facilities, will be reallocated to Account 11-4100-530-73 for IDOT Traffic Signals, which will cover current and future expenses through the end of FY26 for a total recommended budget amendment of $33,430.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-4100-612-73	11-4100-615-72	24,000	1,200	22,800	3,500	1,200	4,700
Account Descriptions →	Building Maintenance -PWC	Petroleum Products-Oil						
Budget Page # →	205	205						

** Includes any prior approved amendments

Explanation Below

This account pays for the petroleum products to maintain and operated the Village's fleet. $1,200 is requested to be reallocated for expenses related to oil, grease and lubricants for the Village's fleet and machinery. The request for $1,200 covers the current overage and any future unanticipated expenses for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	11-4100-585-78	11-4100-625-71	15,000	13,000	2,000	98,595	13,000	111,595
Account Descriptions →	Street Debris Removal	Street Maintenance						
Budget Page # →	204	206						

** Includes any prior approved amendments

Explanation Below

This account, Street Maintenance Supplies, includes expenses related to the purchase of materials for restoration after water main breaks or other street repairs charged to the General Fund. The FY26 budget book shows $15,000 on page 204 in account 11-4100-585-71 for Street Debris Removal. However, the $15,000 shown, and described in the notes was moved to 11-4100-585-78.

Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 11-4100-625-71 Street Maintenance Supplies in the amount of $13,000 based on the YTD actuals for a total recommended budget amendment of $111,595.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill

Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	14-4160-613-00	14-4160-539-00	9,000	2,200	6,800	7,520	2,200	9,720
Account Descriptions →	Maintenance Parts Supplies	Natural Gas						
Budget Page # →	271	270						

** Includes any prior approved amendments

Explanation Below

This account pays for utilities necessary to operate the Village's sanitary sewer lift stations. $2,200 is requested to be reallocated for expenses related to natural gas for the Village's lift stations. The request for $2,200 covers the current overage and any future unanticipated expenses for the remainder of FY26.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

SAME YEAR BUDGET REALLOCATION

Submitted by: Kelly Hamill
Title: Director of Public Works

	Current Yr Budget	Current Yr Budget	MOVING FROM			MOVING TO		
	From	To	Current Yr	Requested	Current Yr	Current Yr	Requested	Recommended Current Yr
	GL #	**GL #**	Budget**	Amount	Amended	Budget**	Amount	Amended
	21-4170-528-81	21-4170-612-82	60,000	7,800	52,200	8,000	7,800	15,800
Account Descriptions →	Lakefront Pump Station	Water Filtration Plant						
Budget Page # →	253	255						

** Includes any prior approved amendments

Explanation Below

This account pays for the parts and supplies needed to maintain the water filtration plant. $7,800 is requested to be reallocated to cover the overage and any future unanticipated expenses for

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jim Hawkins

Title: Deputy Village Manager

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-1120-554-00	122,776	84,000	206,776
Account Description →	Other Professional Services			
Budget Page # →	95			

** Includes any prior approved amendments

Explanation Below

Kasper & Nottage, P.C. (now Kasper, Holmes & Dring, LTD) has provided lobbying services on behalf of the Village, as defined by the Illinois Lobbyist Registration Act (25 ILCS 170/2(e)), since May 2024. The firm charges $7,000 per month for these services.

A budget amendment in the amount of $84,000 is requested for this general ledger account to cover annual costs and any additional accrued charges.

Although this account was increased in the prior fiscal year through a budget amendment to include this new professional service, it was inadvertantly omitted in the current fiscal year's budget. As a result, existing appropriations are insufficient to cover all related expenses.

There are no funds available from another account to reallocate, and, therefore, this is a new money request. Board approval of this request will result in a year-end reduction in the General Fund Surplus.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2100-542-00	94,155	2,000	96,155
Account Description →	Memberships			
Budget Page # →	159			

** Includes any prior approved amendments

Explanation Below

Due to a delay in invoicing, the Police Department is now remitting payment for FY25 membership fees to NIPAS (Northern Illinois Police Alarm System).

There are no funds available from another account to reclassify and, therefore, this is a new money request. Board approval of this request will result in a year-end reduction in General Fund surplus.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Jason Batalden

Title: Internal Services Administrator

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-2100-653-05	10,000	2,100	12,100
Account Description →	Initial Issue			
Budget Page # →	159			

** Includes any prior approved amendments

Explanation Below

Due to unexpected retirements and separations, the Police Department will exceed the allocated budget amount for Initial Issue costs for new officers' uniform items.

There are no funds available from another account to reclassify and, therefore, this is a new money request. Board approval of this request will result in a year-end reduction in General Fund surplus.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Matthew Vanderweel

Title: Deputy Chief

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-3100-615-01	64,660	65,340	130,000
Account Description →	Gas-Diesel Fuel			
Budget Page # →	175			

** Includes any prior approved amendments

Explanation Below

The Fire Department budget contains funds for gasoline and diesel fuel necessary to operate fire apparatus, equipment and vehicles. Annually, Fire Department staff obtains estimates from public works staff as the basis for the amount of funding requested for this expense. For FY26, $64,660 was allocated in account 11-3100-615-01 for this purpose.

During FY26, two of the three fuel tanks did not pass the OSFM inspection and needed to be taken out of service prior to the replacement of the Village's fuel island. Staff worked to implement use of WEX Bank cards to allow all Village vehicles that utilize unleaded fuel to transition to an off-site fuel card system at designated Northbrook fuel stations. WEX, the vendor, invoices the Village the net of all Federal excise taxes on all fuel types, since the State, and the Village, are qualified as tax exempt. Given that the Village is not able to take advantage of the wholesale prices for fuel while using the WEX cards, budget amendments are required for all Gasoline and Diesel Fuel accounts.

Due to this, actual costs for fuel used by Fire Department apparatus and vehicles exceeded the amount budgeted in FY26, incurring an estimated additional expense of $65,340. This requests an additional $65,340 in unencumebred funds be transferred to account 11-3100-615-01 to cover the additional fuel costs incurred.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-615-01	89,500	19,870	109,370
Account Description →	Gasoline and Diesel Fuel			
Budget Page # →	193			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the purchase of Gasoline and Diesel Fuel for fleet vehicles charged to the General Fund. This includes those vehicles used by Public Works, Village Managers Office, Finance, Development and Planning Services as well as Information Technology. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 11-4100-615-01 - Gasoline and Diesel Fuel in the amount of $19,870 for a total recommended budget amendment of $109,370.

WEX, the vendor, invoices the Village the net of all Federal excise taxes on all fuel types, since the State, and the Village, are qualified as tax exempt. Given that the Village is not able to take advantage of the wholesale prices for fuel while using the WEX cards, budget amendments are required for all Gasoline and Diesel Fuel accounts.

On October 14, 2026 the Village Board approved Resolution 2025-R-164 Resolution Ratifying the Approval and Execution of the Agreement with WEX Bank of Sandy, Utah for Fleet Fuel Card Services through the State of Illinois Central Management Services Contract.

The approved FY26 budget did not consider that two of the three fuel tanks would pass the OSFM inspection, taken out of service prior to the replacement of the Village's fuel island. Staff worked to implement use of WEX Bank cards to allow all Village vehicles that utilize unleaded fuel to transition to an off-site fuel card system at designated Northbrook fuel stations. Staff estimated the Village may purchase up to $19,000 each month of unleaded fuel for the operation of its fleet.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-615-71	1,100	3,625	4,725
Account Description →	Propane			
Budget Page # →	193			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the purchase of propane as fuel for the forklift charged to the General Fund. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 11-4100-615-71 Propane in the amount of $3,625 based on the YTD acutals for a total recommended budget amendment of $4,725.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	11-4100-625-73	175,891	96,160	272,051
Account Description →	Snow and Ice Removal Materials			
Budget Page # →	194			

** Includes any prior approved amendments

Explanation Below

Rock Salt

Since the start of the 2025-2026 winter season, Public Works staff has responded to eight (8) separate snow and ice events that have required the use of rock salt to treat the Village's roadways. On January 27, 2026 the Village Board approved a Resolution Authorizing the Purchase of 960 Tons of Additional Bulk Rock Salt for Roadway De-Icing from Morton Salt, Inc. of Chicago, Illinois Via the State of Illinois' Joint Purchasing Program for Rock Salt at the Same Agreed Upon Price of $65.87 Per Ton. The cost of the additional rock salt results in a budget amendment in the amount of $63,235.

Within the same account for Snow and Ice Removal Materials budget is calcium chloride, and liquid organic deicing materials. All of these materials are often used as part of snow fighting operations, both of which also need additional funding given our current stock of the materials, forecast models and the months left in this snow season.

Organic Deicing Material

Village of Northbrook uses a liquid organic deicing material from SNI Solitons to pre-treat roadways with Biomelt S7 which allows for more time between the start of a snow or ice event and when a salting operation must begin. The Biomelt S7 material is purchased and delivered in quantities of 2,500 - 4,500 gallons at a unit price that will not exceed $2.15 per gallon. Staff is requesting a budget amendment for organic deicing material in the amount of $23,325.

Calcium chloride

Liquid calcium chloride is used prewetting rock salt prior to its application to melt ice. This material is purchased and delivered in quantities of approximately 3,000 gallons at a unit price that will not exceed $0.77 per gallon. Staff is requesting a budget amendment for calcium chloride in the amount of $6,600.

The total budget amendment for account 11-4100-625-73, Snow and Ice Removal Materials is $96,160.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Steve Drazner

Title: CFO

GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
11-8100-802-00	-	16,192	16,192
21-8100-802-00	-	180,818	180,818
38-8100-802-00	-	65,693	65,693

Account Description → Bond Issue Costs

Budget Page # → N/A

** Includes any prior approved amendments

Explanation Below

This amendment requests funding to cover one-time costs associated with the issuance of bonds the Village completed in FY26 for the General Fund, Water Fund, and Facility Capital Projects Fund. These expenses were not accounted for in the original FY26 budget due to uncertainty regarding the exact closing costs. It is also important to note that the closing costs came directly out of the bond proceeds so this did not adversely impact the village's fund balance.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	14-4160-615-01	12,100	8,085	20,185
Account Description →	Gasoline and Diesel Fuel			
Budget Page # →	259			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the purchase of Gasoline and Diesel Fuel for fleet vehicles charged to the Sanitary Sewer Fund. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 14-4160-615-01 - Gasoline and Diesel Fuel in the amount of $8,085 for a total recommended budget amendment of $20,185.

WEX, the vendor, invoices the Village the net of all Federal excise taxes on all fuel types, since the State, and the Village, are qualified as tax exempt. Given that the Village is not able to take advantage of the wholesale prices for fuel while using the WEX cards, budget amendments are required for all Gasoline and Diesel Fuel accounts.

On October 14, 2026 the Village Board approved Resolution 2025-R-164 Resolution Ratifying the Approval and Execution of the Agreement with WEX Bank of Sandy, Utah for Fleet Fuel Card Services through the State of Illinois Central Management Services Contract.

The approved FY26 budget did not consider that two of the three fuel tanks would pass the OSFM inspection, taken out of service prior to the replacement of the Village's fuel island. Staff worked to implement use of WEX Bank cards to allow all Village vehicles that utilize unleaded fuel to transition to an off-site fuel card system at designated Northbrook fuel stations. Staff estimated the Village may purchase up to $19,000 each month of unleaded fuel for the operation of its fleet.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	16-4190-538-91	2,800	2,900	5,700
Account Description →	Lift Stations			
Budget Page # →	269			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the electricity at the Village's lift stations in the Storm Water Fund. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 16-4190-538-91 Lift Stations in the amount of $2,900 for a total recommended budget amendment of $5,700.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	16-4190-615-01	12,500	2,240	14,740
Account Description →	Gasoline and Diesel Fuel			
Budget Page # →	270			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the purchase of Gasoline and Diesel Fuel for fleet vehicles charged to the Storm Sewer Fund. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 16-4190-615-01 Gasoline and Diesel Fuel in the amount of $2,240 for a total recommended budget amendment of $14,740.

WEX, the vendor, invoices the Village the net of all Federal excise taxes on all fuel types, since the State, and the Village, are qualified as tax exempt. Given that the Village is not able to take advantage of the wholesale prices for fuel while using the WEX cards, budget amendments are required for all Gasoline and Diesel Fuel accounts.

On October 14, 2026 the Village Board approved Resolution 2025-R-164 Resolution Ratifying the Approval and Execution of the Agreement with WEX Bank of Sandy, Utah for Fleet Fuel Card Services through the State of Illinois Central Management Services Contract.

The approved FY26 budget did not consider that two of the three fuel tanks would pass the OSFM inspection, taken out of service prior to the replacement of the Village's fuel island. Staff worked to implement use of WEX Bank cards to allow all Village vehicles that utilize unleaded fuel to transition to an off-site fuel card system at designated Northbrook fuel stations. Staff estimated the Village may purchase up to $19,000 each month of unleaded fuel for the operation of its fleet.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	21-4170-615-01	2,000	7,210	9,210
Account Description →	Gasoline and Diesel Fuel			
Budget Page # →	243			

** Includes any prior approved amendments

Explanation Below

This account includes expenses related to the purchase of Gasoline and Diesel Fuel for fleet vehicles charged to the Water Distribution Fund. Staff estimates that the current budget shortfall and anticipated expenses through the end of FY26 will require an amendment to account 21-4170-615-01 Gasoline and Diesel Fuel in the amount of $7,210 for a total recommended budget amendment of $9,210.

WEX, the vendor, invoices the Village the net of all Federal excise taxes on all fuel types, since the State, and the Village, are qualified as tax exempt. Given that the Village is not able to take advantage of the wholesale prices for fuel while using the WEX cards, budget amendments are required for all Gasoline and Diesel Fuel accounts.

On October 14, 2026 the Village Board approved Resolution 2025-R-164 Resolution Ratifying the Approval and Execution of the Agreement with WEX Bank of Sandy, Utah for Fleet Fuel Card Services through the State of Illinois Central Management Services Contract.

The approved FY26 budget did not consider that two of the three fuel tanks would pass the OSFM inspection, taken out of service prior to the replacement of the Village's fuel island. Staff worked to implement use of WEX Bank cards to allow all Village vehicles that utilize unleaded fuel to transition to an off-site fuel card system at designated Northbrook fuel stations. Staff estimated the Village may purchase up to $19,000 each month of unleaded fuel for the operation of its fleet.

FISCAL YEAR 2026 BUDGET AMENDMENT REQUEST

NEW FUNDING BUDGET REQUEST

Submitted by: Kelly Hamill

Title: Director of Public Works

	GL #	Current Yr Budget**	Requested Amendment	Recommended Current Yr Amended
	21-4180-702-00	3,160,000	2,419,793	5,579,793
Account Description →	Meters			
Budget Page # →	261			

** Includes any prior approved amendments

Explanation Below

The Automated Water Meter Project remains on budget and within the approved spending authorities authorized by the Village Board, this budget amendment is required due to the timing of expenditures between FY25 and FY26. It was anticipated that more funds would be spent down in FY25 than was able to be completed. The proposed budget amendment reflects the current expenditures on the project and the remaining open Purchase Orders for the project.

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Deputy Village Manager Jim Hawkins
Date: 2026-03-10
Subject: A Resolution Approving a Memorandum of Understanding with the Local Organizing Committee for the 2026 Northbrook Grand Prix

Overview
This MOU confirms various coordination and planning responsibilities of the Local Organizing Committee related to the Northbrook Grand Prix.

Fiscal Impact
The Recommended FY27 Budget includes necessary funding for this event. Based upon the 2025 Northbrook Grand Prix event, the Village expenses totaled $49,465.56 (see attached supplemental information). The Village received $4,738.06 from the Local Organizing Committee (LOC) to offset some of the Village's cost.

Recommendation
Approval.

Background
On December 9, 2025, the Village Board approved the agreement with Prairie State Cycling to conduct the event on July 23, 2026.

On Thursday July 24, 2025, the Northbrook Grand Prix, part of "Chicago Grit" bicycle racing series (formally the Intelligentsia Cup), returned to downtown Northbrook for a full day of bike racing starting at 11:00am and ending at 8:15pm. This was the fourth year of the race in Northbrook. The Grand Prix consisted of several races for both novices and professionals and included a family fun ride and Bike the Green activities. To ensure the safety of racers, spectators, and staff, the 1.2 kilometer race course necessitated the closure of Shermer Road and Walters Avenue, Walters west of Church Street, and Church Street between Shermer Road and Walters Avenue on July 24. Once again, the Local Organizing Committee (LOC) partnered with the Northbrook Park District for a "Bike the Green" event in the Village Green Park between races. Planned activities included face painting, bike decorating, tricycle races, and the Family Fun Ride. Unfortunately, due to the possibility of severe weather most Bike the Green activities had to be canceled other than the Family Fun Ride.

On November 9, 2021, the Village Board discussed becoming a sponsor/host community in

2022 as one of only ten communities in the Chicago region to be a part of this criterion racing series when the Thursday event day became available. Following Board support, staff incorporated the event into the FY23 General Fund Budget which was approved and has continued to do so each year since.

A Resolution Approving a Memorandum of Understanding between the Local Organizing Committee and the Village of Northbrook for the 2026 Northbrook Grand Prix
Exhibit A - 2025-R-204 Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix
Exhibit B -2026 Local Organizing Committee MOU
Supplemental Info - 2025 Northbrook Grand Prix

Resolution 2026-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Memorandum of Understanding between the Local Organizing Committee and the Village of Northbrook for the 2026 Northbrook Grand Prix

is hereby adopted, as follows:

Section 1. RECITALS

Prairie State Cycling Series, LLC (***"Promoter"***) is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle and is organizing a bicycle racing series in 2026 called Chicago Grit.

On December 9, 2025, the Village entered into an agreement with Promoter to conduct a competitive cycling event involving the participation of racers, community volunteers and businesses in the Village during the Summer of 2026 (***"Agreement"***).

The Agreement sets forth the obligations and responsibilities of the Village with respect to the competitive cycling event to be held in the Village on July 23, 2026 (***"Northbrook Grand Prix"***). The Village further desires to assign and delegate certain obligations and responsibilities with respect to the Northbrook Grand Prix to the Local Organizing Committee ***("LOC").***

The LOC has agreed to assist the Village with the organization, promotion and management of the Northbrook Grand Prix. The Village and the LOC desire to enter into a Memorandum of Understanding to memorialize the terms of their collaboration ("***MOU***").

The President and the Board of Trustees have considered the MOU and determined that it is in the best interests of the Village and the public to enter into the MOU.

Section 2. APPROVAL OF MOU

The MOU with the LOC is approved in substantially the form attached to this Resolution as ***Exhibit B***, and in a final form to be approved by the Village Manager and Village Attorney.

Section 3. AUTHORIZATION TO EXECUTE MOU.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the MOU.

_____
Village President

ATTEST:

_____
Village Clerk

Resolution 2025-R-204

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving an Agreement with Prairie State Cycling Series, LLC for the 2026 Northbrook Grand Prix

is hereby adopted, as follows:

Section 1. RECITALS

Prairie State Cycling Series, LLC (***"Promoter"***) is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle and is organizing a bicycle racing series in 2026 called Chicago Grit.

The Village desires to enter into an Agreement with Promoter to conduct a competitive cycling event involving the participation of racers, community volunteers and businesses in the Village during the Summer of 2026 (***"Agreement"***).

The Agreement sets forth the obligations and responsibilities of the Village with respect to the competitive cycling event to be held in the Village on July 23, 2026 (***"Northbrook Grand Prix"***).

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement.

Section 2. APPROVAL OF AGREEMENT

The Agreement is approved in substantially the form attached to this Resolution as ***Exhibit A***, and in a final form to be approved by the Village Manager and Village Attorney.

Section 3. AUTHORIZATION TO EXECUTE AGREEMENT

The Village Manager and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least two original copies of the Agreement executed by the Promoter; provided, however, that if such executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Approved: 12/09/25

RESULT:	**APPROVED [5 – 0]**
MOVER:	Johannah Hebl, Trustee
SECONDER:	Joy Ebhomielen, Trustee
AYES:	Ross, Hebl, Ebhomielen, Cassidy, Ciesla
NAYES:	None
ABSTAIN:	None
ABSENT:	Robert Israel, Trustee and Michelle Kohler, Trustee

/s/ Kathryn Ciesla
Village President

ATTEST:

/s/ Derek Gau
Village Clerk

CYCLING RACE AGREEMENT
Northbrook 2026

This Cycling Race Agreement (the "Agreement") is entered into as of December 9, 2025 by and between Prairie State Cycling Series LLC, a Wisconsin Limited Liability Company ("Promoter"), and the Village of Northbrook, Illinois ("Village") (Promoter and Village are collectively referred to in this Agreement as the "Parties"). The Village will maintain a second agreement ("Memorandum of Understanding" or "MOU") with the Local Organizing Committee ("LOC") made up of local Northbrook residents relating to the designation and assignment of the Village's responsibilities and obligations set forth in this Agreement.

Whereas, Promoter is engaged in the business of organizing and staging competitive cycling events to promote cycling and a healthy lifestyle; and

Whereas, Promoter is organizing a bicycle racing series in 2026 called "Chicago Grit"(or another name to be determined by Promoter) (the "Series"); and

Whereas, Village desires to enter into this Agreement to provide the community of Northbrook, Illinois with a competitive cycling event involving the participation of racers, community volunteers and businesses; and

Whereas, the Parties desire to identify in this Agreement the duties and responsibilities of Promoter and Village for the competitive cycling event set forth below (the "Races");

Now, therefore, for the consideration set forth in this Agreement, which the Parties agree is sufficient, the Parties agree to organize and stage the Races as follows:

AGREEMENT

1. **Name, date and location of Races.** The Parties agree that the Races contemplated in this Agreement shall be named the Northbrook Grand Prix or other name mutually acceptable to the Parties. The Races shall take place, rain or shine, on July 23, 2026 ("Race Day") in Northbrook, Illinois. Village recognizes that the Races are part of the Series organized by Promoter. Village further recognizes that Promoter has secured sponsors ("Series Sponsors") to support the entire Series, and that such Series Sponsors may appear in marketing materials and Race Day signage for the Races. Promoter recognizes that Village may be securing sponsors for the Races ("Race Sponsors") to support the Races, and that such Race

Village Initials: _____

Promoter Initials: MHC

Sponsors may appear in marketing materials and Race Day signage for the Races. The Parties shall work together to coordinate the collective marketing presence of the Series Sponsors and the Race Sponsors in marketing materials and Race Day signage for the Races, provided that Race Sponsors shall not conflict with Series Sponsors without Promoter's express permission, such permission not to be unreasonably withheld.

2. **Schedule for Races.** The Parties shall promptly agree upon the schedule for the Races, which is subject to modification upon mutual agreement. Promoter retains the right to alter the time or distance of any race on Race Day to allow race officials to maintain the schedule.

3. **Primes and Sponsorship Fee.** (a) In addition to the Sponsorship Fee provided in Section 3(b) hereof, on or before Race Day Village agrees to pay or provide to Promoter race prizes known as "primes" in the amount of at least $1,000.00 and such amount shall be in cash and in $50 denominations. Such primes shall be distributed by Promoter to riders during the Races.

(b) Village agrees to pay Promoter a sponsorship fee of $11,000.00 (the "Sponsorship Fee") for Promoter to organize and stage the Races and to perform the services that Promoter has agreed to perform under this Agreement. The Sponsorship Fee shall be paid by Village in three (3) equal payments of $3,666.66 as follows: the first payment is due on March 1, 2026; the second payment is due on May 1, 2026; the third payment is due on Race Day. Payments of the Sponsorship Fee shall be made in the form of a check made payable to "Prairie State Cycling Series, LLC" or by ACH payment to Promoter's bank account. In the event that the Races do not occur due to the breach by Promoter of any of its covenants or failure to satisfy any of its obligations contained herein, Promoter shall return any funds received from Village under this Section 3 (without interest).

4. **Duties of Promoter.** Promoter shall provide services necessary to stage a well-organized competitive cycling event for the Village and the local community. Promoter shall provide and pay for the following services to organize and stage the Races:

A. Obtain and pay for all customary USA Cycling permits and bicycle racing insurance to hold the Races;

B. Organize one (1) training session (optional at Village's discretion with timing and length of session at Village's choice and mutually agreeable to Promoter) for Village and volunteers for the organization and safe staging of the Races;

Village Initials: _____

Promoter Initials: MHC

C. Online and Race Day registration services, including staffing for registration service, and race numbers for racers;

D. A start/finish area with set-up and tear down, including an overhead series banner (optional Village banner can be hung below this), an awards stage, and a professional timing and scoring system;

E. A race announcer, sound system, and race officials;

F. Cycling specific regional and national media advertising;

G. Prize money to racers;

H. Coordination and distribution of prime prizes to racers;

I. A professional bicycle race photographer who will provide Race Day photos to Village after the event;

J. Optional expo area appropriate for maximum crowd exposure agreeable to both Parties, provided that no expo vendor (other than a Series Sponsor) shall offer products or services competitive with any Race Sponsor without Village's express permission, such permission not to be unreasonably withheld. A list of the vendors in the expo shall be provided by Promoter to Village 15 days prior to Race Day.

K. Creation and maintenance of a website for the Series that contains a link to the Races, and if requested by Village or LOC, links to Race Sponsors and local supporters of the Races;

L. First aid coverage for the Races (unless Village elects to provide first aid coverage that is satisfactory to Promoter);

M. Placement of barricades in the start/finish area, along with placement of safety fencing and safety padding on the remainder of the course for the Races as determined by Promoter in its discretion;

N. Creation and submission of results to racers and USA Cycling along with posting on the Series website;

O. Reimburse Village for up to three (3) standard "porta potty" toilet facilities for use for use by racers, spectators and volunteers;

Village Initials: 

Promoter Initials: MHC

P. Provide twenty-five (25) tee-shirts for volunteers. The tee-shirts will have Series Sponsor logos printed on the front of the shirts. Additional tee-shirts may be purchased by Village or LOC at cost.

5. **Duties of Village.** Village recognizes that the success of the Races requires Village to participate in the organization and staging of the Races. Village shall provide the following services at its expense to organize and stage the Races:

A. Recruit and manage an adequate number of volunteers to act as course marshals at the Races with basic training guidance to Village provided by Promoter, if requested by Village;

B. Secure the closure of the Course on Race Day, including all local permits and police services where required;

C. Secure a comprehensive general liability insurance policy as stated in Section 9 of this Agreement;

D. Develop working relationships with local media to promote the Races and use reasonable efforts to obtain local media coverage of the Races;

E. Plan and provide, at Village's discretion, entertainment and family activities at the Races;

F. Assist in coordination between on-site first aid services provided by Promoter and local public EMT services (if any);

G. Provide at least six (6) "porta potty" toilet facilities and at least two (2) hand wash facilities along with trash receptacles for use by racers, spectators and volunteers; provided, however, that at least one (1) porta potty toilet facility shall be placed immediately adjacent to racer registration for use by race staff and race officials. Promoter and Village shall consult as to the number and placement of such facilities that are necessary for the venue;

H. Plan and provide an area for the expo area allowing for sufficient crowd exposure and large enough to accommodate a minimum of ten (10) vendor tents (10'x10' each). Promoter shall be entitled to use up to five (5) expo tent spaces without charge for Series Sponsors or other expo vendors.

Village Initials: _____

Promoter Initials: MHC

I. In any marketing materials created by Village for the Races such as signage, website, Facebook and other social media, posters, flyers, tee-shirts and the like, prominently display the Series logo on such materials and wherever possible create an active electronic link to the website of the Series. Village is encouraged to use social media to promote the Races.

6. Course Approval, Permit, and Road Surface Repairs.

A. The Parties agree that the Races shall be held on the racecourse (the "Course") illustrated in Exhibit A attached hereto. In the event that Promoter or Village requests a change to the Course, the Parties shall discuss in good faith the proposed change. The Parties agree that Promoter has the right to refuse to make any change in the Course if Promoter concludes that the proposed change would have an impact on the safe conduct of the Races. Any change in the Course is subject to the ability of Promoter and/or Village to obtain all required permits.

B. Village shall be responsible for obtaining and paying for a permit or permits from the appropriate local authority or authorities to conduct the Races on the Course. Promoter agrees to provide, if requested by Village, reasonable assistance to Village during the process of obtaining any necessary permit.

C. On or before April 1, 2026, Promoter shall inspect the road surface of the Course to determine whether any repairs to the road surface are necessary for the safe conduct of the Races. If necessary, Village shall make any necessary repairs, as agreed by the Parties.

7. Signage in the Start/Finish Area. If requested by Village, Promoter will assist Village in the production of barricade signs for placement in the start/finish area by providing a list of signs for purchase by Village. All signs that Village sells in the start/finish area or elsewhere on the Course shall be installed and removed by Promoter on Race Day and, upon the completion of the Races, deposited at the Course start/finish area for Village to remove as it sees fit. Promoter will install and remove all Series Sponsor signs in the start/finish area or elsewhere on the Course, as well. Additionally, Promoter strongly encourages Village to provide a two-sided "underbanner" with the name and location of the Races for display under the overhead banner at the start-finish line.

8. Organizational Meetings. Village agrees to attend up to two organizational meetings for the Races that may be scheduled by Promoter, at a location and time agreed upon by the Parties.

Village Initials: _____

Promoter Initials: MHC

9. **Insurance.** Village agrees that it shall obtain a comprehensive general liability insurance policy with a policy limit of at least $1,000,000 per occurrence. The insurance policy obtained by Village shall include Prairie State Cycling Series LLC, and its members, officers, staff and agents as additional named insureds. Village shall provide Promoter with a certificate showing such insurance coverage by July 15, 2026. Promoter shall obtain a comprehensive general liability insurance policy with a policy limit of at least $1,000,000 per occurrence, and such policy shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall also obtain insurance coverage for the Races as typically provided by USA Cycling, which coverage shall name Village, LOC and other entities reasonably requested by Village as additional insureds. Promoter shall provide Village with certificates showing such coverage by July 15, 2026.

10. **Indemnification.** To the fullest extent permitted by law, Promoter shall indemnify, defend, and hold harmless Village and its members, directors, officers, parents, subsidiaries and affiliates, and the employees and agents thereof, against and from any and all claims, demands, judgments, costs and liabilities whatsoever which may arise or be alleged to arise out of (a) the breach by Promoter of any obligation under this Agreement and, (b) Promoter's organization, operation, or management of the Races.

    Procedure for Indemnification: Village agrees to give Promoter prompt written notice of any event or any written claim by a third party which could give rise to any request for indemnification under this Agreement. If Promoter acknowledges in writing its obligation to indemnify for such claim, Promoter may select counsel to direct the defense of the claim. Village shall cooperate with Promoter in determining the validity of any such claim and in the defense of the claim. Village shall not settle any claim for which it has or will request indemnification under this Agreement without the written consent of Promoter.

11. **Broadcast Rights.** Any live or recorded audio or video coverage of the Races shall be coordinated jointly between the Promoter and Village. Any revenues generated by such coverage shall be shared between the Promoter and Village in proportion to each Party's actual out-of-pocket investment in such coverage.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. This Agreement may not be amended except in a writing signed by Promoter and Village.

Village Initials: 

Promoter Initials: MHC

13. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, without regard to any choice of law rules. Venue for any action or proceeding arising out of or related to this Agreement shall be the state or federal court, as appropriate, located in the area of the defendant's principal place of business.

14. **Assignments.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party.

15. **Standby Ambulance.** The Parties have discussed and agree that it is appropriate to have a dedicated standby ambulance (or enhanced medical coverage that is equivalent in Promoter's reasonable judgment) stationed in close proximity to the Course during the Races. Village will provide such standby ambulance (or such equivalent medical coverage).

16. **Venue Priority for 2027 Series**. Village shall have priority until November 1, 2026 to participate in the 2027 Series and in the same relative sequence of venues as the 2026 Series, provided that the Parties shall have agreed upon the 2027 Sponsorship Fee and other terms by such date.

17. **Severability.** The provisions of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

[the remainder of this page is intentionally blank]

Village Initials: _____

Promoter Initials: MHC

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Village of Northbrook

By (print name): Cara Pavlicek

Signature:

Its: Village Manager

Address: 1225 Cedar Lane
Northbrook, IL 60062

Prairie State Cycling Series, LLC

By (print name): Marc Colbert

Signature: Marc Colbert

Its: Executive Director

Address: Prairie State Cycling Series, LLC
c/o Marco Colbert, Executive Director
36971 S. Golf Course Dr.
Tucson, AZ 85739

Village Initials:

Promoter Initials: MHC

Exhibit A
Illustration of Racecourse



Village Initials: AP

Promoter Initials: MHC

Supplement(s)

VILLAGE OF NORTHBROOK

Special Event

Northbrook Grand Prix	
Fire Personnel (OT/Regular)	$3,144.23
Police Personnel (OT/Regular)	$18,122.63
Public Works (OT/Regular)	$12,743.00
Food & Drink	$1,800.70
Supply Purchases	$1,260.00
Services Purchased	$750.00
Community Notice Printing	$645.00
Race Fee	$11,000.00
External In-Kind Services	Park District planned Bike the Green Event and managed Family Fun Ride registration
Event Total	**$49,465.56**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF NORTHBROOK
AND LOCAL ORGANIZING COMMITTEE

This Memorandum of Understanding (***"MOU"***) is entered into by and between the Village of Northbrook (***"Village"***) and the Local Organizing Committee (***"LOC"***) (collectively, the ***"Parties"***). This document affirms the agreement of the signatory parties to fulfill the terms of this MOU. These terms include the achievement of all deliverables and adherence to requirements as noted.

RECITALS

WHEREAS, the Village has entered into an agreement with Prairie State Cycling Series, LLC (***"Promoter"***) to hold a competitive cycling event in the Village on July 23, 2026 (***"Event"***); and

WHEREAS, the agreement with the Promotor sets forth the obligations and responsibilities of the Village with respect to the Event; and

WHEREAS, the Village desires to assign and delegate certain of its obligations and responsibilities with respect to the Event to the LOC; and

WHEREAS, the LOC is comprised of unpaid Northbrook resident volunteers who are interested in supporting the Event and seeing it return to the Village of Northbrook for the benefit of the community as a whole; and

WHEREAS, the LOC has agreed to assist the Village with the organization, promotion, and management of the Event; and

WHEREAS, both the LOC and the Village desire to memorialize the terms of their collaboration.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

It is understood that:

1. Recitals: The recitals set forth above are incorporated herein as though fully set forth.

2. Reimbursements to the Village: The LOC will use its best efforts to reimburse the Village for the sponsorship fee of $11,000.00 paid to the Promoter to organize and stage the Event and to perform the services that the Promoter has agreed to perform (***"Sponsorship Fee"***). The Sponsorship Fee shall be paid by the LOC in three equal payments of $3,666.66 as follows: the first payment is due on March 1, 2026; the second payment is due on May 1, 2026; the third payment is due on the day of the Event, July 23, 2026 (***"Race Day"***).

3. Volunteers: The LOC shall recruit and manage an adequate number of volunteers to act as course marshals at the Event with basic training guidance to the LOC provided by the Promoter and the Village. All volunteer positions shall be filled at least 48 hours prior to the Event. Positions and position counts must be verified by the Village. In the Village's discretion, the Village will designate volunteer "roaming ambassadors" to manage interaction with spectators unrelated to public safety. The names and contact information for all volunteers must be provided to the Village prior to the start of the Event. The LOC will coordinate with the Village to provide training for Event volunteers regarding traffic/pedestrian control.

4. Race Prizes: In addition to the Sponsorship Fee, on or before Race Day, the LOC shall reimburse the Village for the race prizes known as "primes" in the amount of at least $1,000.00 and the cost of providing onsite paramedic support in an amount not to exceed $2,500.00.

5. Toilet and Other Facilities: In coordination with the Village, the LOC must provide adequate "porta potty" toilet and hand wash facilities along with trash receptacles for spectators and volunteers. The Promoter and the Village shall consult as to the number and placement of such facilities that are necessary for the venue. The Promoter will reimburse the Village for up to three standard "porta potty" toilet facilities for use by racers, officials, and staff.

6. Barricade Signs: If requested by the LOC, the Promoter will assist the LOC in the production of barricade signs for placement in the start/finish area by providing a list of signs for purchase by the LOC. All signs that the LOC sells in the start/finish area or elsewhere on the course shall be installed and removed by the Promoter on Race Day and, upon the completion of the races, deposited at the course start/finish area for the LOC to remove as it sees fit. The Promoter will install and remove all series sponsor signs in the start/finish area or elsewhere on the course, as well. The LOC must also include the Village as a sponsor on all signs wherever other sponsors are listed or highlighted.

7. The LOC has the following additional responsibilities with respect to the Event:

    a. The LOC will plan and provide, at the Village's discretion, entertainment and family activities at the Event to increase spectators throughout the day including, but not limited to, "party kits" for impacted residents, organizations, and businesses or custom Northbrook Grand Prix cowbells.
    b. The LOC will use its best efforts to plan and provide for a community space allowing for sufficient crowd exposure and large enough to accommodate a minimum of 10 tents (10' x 10' each), bleacher seating for viewing, and high top tables for outdoor dining.
    c. If alcohol is served at the Event, additional security, paid for by the LOC, will be required.
    d. In coordination with the Village, the LOC will ensure notice is sent to impacted residents, organizations, and businesses at least three times prior to the event (March, June, and week of Event)
    e. The LOC will communicate with impacted properties early and often to address concerns about logistics – i.e. contact parents in the daycare to address drop-off/pickup, contact St. Norbert's to address any scheduled masses or events.
    f. The LOC will identify a point person for the following categories: community outreach, marketing, public safety, volunteers, and fundraising. The LOC will provide the Village with the current contact information (name, email, phone number) for each point person.
    g. The LOC will provide up-to-date financial information to the Village within 30 days of execution of this MOU, including 1) a statement affirming the organization is organized, qualified, and recognized as, or under, an existing nonprofit, tax exempt entity as defined by the Internal Revenue Service under U.S.C 501 (c) (3) or equivalent, 2) an income statement and balance sheet from the previous and current operational years, 3) current IRS 990 Form, and 4) confirmation of Good Standing with the State of Illinois and IRS.
    h. At least one member of the LOC must be available in-person at all times throughout the Event.
    i. The LOC, in coordination with Village, will engage the North Shore Convention & Visitors Bureau and Northbrook Chamber of Commerce to improve event publicity to local and regional audiences and to better track economic benefit of the Event.
    j. The LOC will provide the Village regular updates on Event progress through a standing meeting (either in-person or virtual) at a mutually agreeable time.
    k. The LOC will conduct a day-of survey amongst spectators and riders.
    l. The LOC will submit a post event write-up to the Village within 30 days of the Event, highlighting pros, cons, areas for improvement, survey results, feedback, and costs. A member of the LOC will also, at the request of the Village, attend a debrief meeting.

8. Term: The term of this MOU shall commence upon full execution of this MOU, and continue in full force and effect until the completion of the Event.

9. Points of Contact: The individual points of contact regarding this MOU shall be:

Village of Northbrook
Jim Hawkins, Deputy Village Manager
1225 Cedar Lane
Northbrook, IL 60062
jim.hawkins@northbrook.il.us

Sam Reiss, Assistant to the Village Manager
1225 Cedar Lane
Northbrook, IL 60062
sam.reiss@northbrook.il.us

Local Organizing Committee

Tom Tebbe
Public Safety Coordinator

10. Governing Laws: This MOU will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

11. No Third Party Beneficiaries: The terms and provisions of this MOU shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties hereto. This MOU shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this MOU and its successors and permitted assigns. This MOU should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this MOU, nor any act of a Party, shall be deemed or construed by any of the Parties hereto or by third persons, to create a relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving a Party,

12. Counterparts This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

13. Entire Agreement; Modification: This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This MOU may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this MOU may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

14. Severability If any term of this MOU or any application thereof is held invalid or unenforceable, the remainder of this MOU shall be construed as if such invalid part were never included herein, and this MOU shall be and remain valid and enforceable to the fullest extent permitted by law.

15. Non-Exclusivity: This MOU is not exclusive, and either party is free to enter into similar agreements with any third-party, unless otherwise stated in this MOU.

16. Enforcement: This MOU is not a contract and cannot and will not be enforced in a court of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IT IS SO AGREED:

Local Organizing Committee:

Thomas Tibbe

3/5/2026

Date

Village of Northbrook:

_____

_____

Print Name: _____

Date

Title: _____

VILLAGE OF NORTHBROOK

Special Event

Northbrook Grand Prix	
Fire Personnel (OT/Regular)	$3,144.23
Police Personnel (OT/Regular)	$18,122.63
Public Works (OT/Regular)	$12,743.00
Food & Drink	$1,800.70
Supply Purchases	$1,260.00
Services Purchased	$750.00
Community Notice Printing	$645.00
Race Fee	$11,000.00
External In-Kind Services	Park District planned Bike the Green Event and managed Family Fun Ride registration
Event Total	**$49,465.56**

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Human Resources Sarah Bagley
Date: 2026-03-10
Subject: A Resolution Approving an Intergovernmental Agreement with the Participating Municipalities for a Training Program with the Lake Forest Graduate School of Management

Overview
Seven Municipalities wish to engage in an Intergovernmental Agreement (IGA) to create a training program through Lake Forest College for leadership training of municipal employees.

Fiscal Impact
This is a budgeted expense in the FY26 adopted budget at a cost to the Village of $6,300.

Recommendation
Approval.

Background
An Intergovernmental Agreement (IGA) with a one year term and has been prepared in conjunction with the additional six municipalities and the first agreement of this nature. It establishes that each municipality will pay for an equal portion of this program and each municipality will host one training session. There are two modules available: 1) Leadership Academy available for supervisors, and 2) Change Management Academy available for all staff. The Village is authorized to enter into the IGA pursuant to Section 10 of Article VII of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., and the Village's home rule powers. The Participating Municipalities have determined it would be in their best interests to cooperate in the planning, administration, and shared funding of a training program for their employees in order to promote effective governance, professional development, and the efficient delivery of public services.

A Resolution Approving an Intergovernmental Agreement with the Participating Municipalities for a Training Program with the Lake Forest Graduate School of Management
Exhibit A- Leadership Training Program IGA
MSA - Chicagoland Municipalities - Feb 2026

Resolution 2026-_____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving an Intergovernmental Agreement with the Participating Municipalities for a Training Program with the Lake Forest Graduate School of Management

is hereby adopted, as follows:

Section 1. RECITALS.

Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*., authorize and encourage intergovernmental cooperation.

The Village along with six other municipalities ("***Participating Municipalities***") desire to create a training program through Lake Forest College for leadership training of municipal employees.

The Participating Municipalities are all units of local governments and Illinois municipal corporations established and operating under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*.

The Participating Municipalities have determined it would be in their best interests to cooperate in the planning, administration, and shared funding of a training program for their employees in order to promote effective governance, professional development, and the efficient delivery of public services.

The Village and Board desire to enter into an Intergovernmental Agreement ("***Agreement***") with the Participating Municipalities for the purposes of continuing to promote the training of staff and of continuing a cooperative relationship between the Board and the Village.

The President and Board of Trustees have considered the Agreement and determined that it is in the best interest of the Village and the public to approve the Agreement.

Section 2. APPROVAL OF AGREEMENT.

The Agreement shall be, and is hereby, approved in substantially the form attached to this Resolution as ***Exhibit A*** and in a final form approved by the Village Manager and Village Attorney.

Section 3. AUTHORIZATION TO EXECUTE AGREEMENT.

The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement and all necessary documentation related thereto.

Section 4. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and approval according to law.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:

ATTEST:

Village President

Village Clerk

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF WHEELING, THE VILLAGE OF GLENCOE, THE VILLAGE OF NORTHBROOK, THE VILLAGE OF WILLOWBROOK, THE VILLAGE OF BUFFALO GROVE, THE VILLAGE OF WINNETKA, AND THE CITY OF LAKE FOREST,
FOR THE PROCUREMENT AND COORDINATION OF MUNICIPAL LEADERSHIP TRAINING

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, ("Effective Date") by and between the Village of Wheeling, the Village of Glencoe, the Village of Northbrook, the Village of Willowbrook, the Village of Buffalo Grove the Village of Winnetka and the City of Lake Forest (collectively, the "Participating Municipalities").

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS Section 220/1 *et seq*. authorizes and encourages sharing services and cooperation between units of local governments; and

WHEREAS, The Participating Municipalities are all units of local governments and Illinois municipal corporations established and operating under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*; and

WHEREAS, The Participating Municipalities have determined it would be in their best interests to cooperate in the planning, administration, and shared funding of a training program for their employees in order to promote effective governance, professional development, and the efficient delivery of public services.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Participating Municipalities agree as follows:

ARTICLE I: INCORPORATION, PURPOSE, AND TRAINING PROGRAM SESSIONS
Section 1.1 Incorporation
The forgoing recitals are incorporated herein as if set forth in full.

Section 1.2 Purpose
The purpose of this Agreement is to establish a framework whereby the Participating Municipalities shall jointly contract with the Lake Forest Graduate School of Management d/b/a Lake Forest Center for Leadership, located at 100 S. Saunders Road, Suite 150, Lake Forest, IL 60045, (the "Center") to provide leadership development and change management training programs that focus on municipal government operations (collectively, the "Training Programs") for employees and officials of the Participating Municipalities during calendar year 2026.

Additional information on the Training Programs is attached hereto as Exhibit A and incorporated herein by reference.

Section 1.3 Training Program Sessions

The Training Programs shall consist of seven (7) individual in-person training sessions (each, a "Training Session") as follows:

a) Leadership Academy: Four (4) Training Sessions with capacity for up to sixty (60) total participants across all Participating Municipalities.
b) Change Management Academy: Three (3) Training Sessions with capacity for up to sixty (60) total participants across all Participating Municipalities.

ARTICLE II: HOST MUNICIPALITY RESPONSIBILITIES

Section 2.1 Session Hosting Rotation

Each Participating Municipality shall host no less than one (1) Training Session during calendar year 2026, in accordance with the provisions of this Agreement. The hosting rotation schedule shall be established by unanimous consent of the municipal representatives (as defined in section 5.2 of this Agreement) of all Participating Municipalities, within thirty (30) days of the date the last Participating Municipality executes this Agreement.

Section 2.2 Host Municipality Obligations

The Participating Municipality hosting each Training Session (the "Host Municipality") shall be responsible for:

a) Venue: Providing or securing an appropriate facility that meets the minimum standards set forth in Section 2.3 of this Agreement.
b) Session Cost: Paying the fee of Six Thousand Three Hundred Dollars ($6,300.00) directly to the Center for any Training Session that the Participating Municipality Hosts.
c) Logistics Coordination: Coordinating with the Center regarding facility setup requirements, audio-visual needs, participant registration, refreshments (if provided), parking and facility access.

Section 2.3 Venue Standards

Training Sessions shall only be held at facilities meeting the following minimum standards:

a) Capacity to accommodate no less than sixty (60) participants in addition to the Center's instructors and staff;
b) Audio-visual capabilities including projector/screen and sound system in accordance with the specifications of the Center;
c) Accessible parking for all participants;
d) Compliance with the Americans with Disabilities Act's accessibility requirements;

e) A climate-controlled environment; and
f) On-site restroom facilities

ARTICLE III: COST ALLOCATION AND PAYMENT

Section 3.1 Total Program Cost

The total cost for the Training Programs shall be Forty-Four Thousand One Hundred Dollars ($44,100.00) for calendar year 2026, calculated as follows:
Leadership Academy: 4 sessions × $6,300/session = $25,200
Change Management Academy: 3 sessions × $6,300/session = $18,900

Section 3.2 Training Program Cost Distribution

Each Participating Municipality shall be responsible for the costs of the one (1) Training Session it hosts. Payment of Six Thousand Three Hundred Dollars ($6,300.00) and shall be made by the Host Municipality directly to the Center in accordance with the payment schedule established in the Master Service Agreement, as defined in Section 6.1 of this Agreement, with the Center. If there are less than seven Participating Municipalities, then the Participating Municipalities will split the cost of the remaining Training Sessions.

Section 3.3 Additional Host Expenses

In addition to the Training Session fee set forth in Section 3.2 of this Agreement, each Host Municipality shall be solely responsible for any costs incurred to reserve the venue and satisfy the logistics requirements of Section 2.2 and Section 2.3 of this Agreement.

Section 3.4 Individual Municipality Expenses

Each Participating Municipality shall be solely responsible for any travel, lodging, and per diem expenses of its own employees participating in a Training Session.

ARTICLE IV: PARTICIPANT ALLOCATION

Each Training Session will accommodate no less than sixty (60) total participants from Participating Municipalities. Participant slots shall be allocated as equally as possible among all Participating Municipalities. Any remaining or unclaimed participant slots shall be allocated to the Host Municipality.

Each Participating Municipality retains sole discretion to select its own participants based on its internal criteria. Each Participating Municipality shall submit participant names and such participants' contact information to the Lead Municipality, as described in Section 5.1 of this Agreement, at least three (3) weeks prior to each Training Session and notify the Lead Municipality of any participant changes at least ten (10) business days prior to each Training Session.

ARTICLE V: ADMINISTRATION AND COORDINATION

Section 5.1 Lead Municipality

The Village of Wheeling is designated as the Lead Municipality. The Lead Municipality shall serve as the primary liaison between the Center and the Participating Municipalities. The Lead Municipality shall coordinate the Training Session hosting rotation schedule, maintain participant registration lists, and facilitate communication among Participating Municipalities.

Section 5.2 Municipal Representatives

Each Participating Municipality shall designate one representative to serve as the primary contact for that municipality with regard to the Training Program. Such primary contact shall coordinate scheduling, registration, and communication requirements with the Lead Municipality's representative. When a municipality serves as the Host Municipality, such representative shall focus on venue-specific logistics and on-site coordination in conjunction with the Center.

Section 5.3 Decision-Making Authority

All parties agree to give each Participating Municipality equal opportunity in the decision-making processes related to effectuating this Agreement. All decisions related to the administration of this Agreement among the Participating Municipalities must be unanimous.

Notwithstanding the foregoing, if decisions regarding topics and areas of focus for the Training Program and Training Sessions cannot be made unanimously, a majority vote among the Participating Municipalities' representatives shall prevail. Any such vote shall be held as soon as practicable.

ARTICLE VI: RELATIONSHIP WITH THE CENTER

Section 6.1 Master Services Agreement

The Lead Municipality is authorized to execute a Master Services Agreement with the Center on behalf of the Participating Municipalities. The Master Services Agreement shall govern the services and expectations of the Center to the Participating Municipalities and shall establish curriculum and content of the Training Program, Training Session scheduling, provide the necessary materials, resources, and evaluation methods. The Master Services Agreement shall also require the Center to maintain professional liability, general liability, and workers' compensation insurance in coverage amounts acceptable to the Participating Municipalities. The Participating Municipalities must have a reasonable opportunity to review and provide feedback on the Master Services Agreement before the Lead Municipality executes it.

Section 6.2 Municipal Input

All Participating Municipalities shall have the opportunity to provide input regarding session topics and focus areas, scheduling preferences, and evaluation criteria for the Training Program. The decision-making procedures set forth in Section 5.3 of this Agreement shall govern such input.

Section 6.3 Program Modifications

Any modifications to the Training Program must be communicated by a Participating Municipality to the Lead Municipality, approved by the Center, and communicated to all Participating Municipalities.

ARTICLE VII: TERM AND TERMINATION

Section 7.1 Term

This Agreement shall commence upon its execution by all Participating Municipalities and shall remain in effect through December 31, 2026, unless earlier termination occurs as provided herein.

Section 7.2 Withdrawal

Any Participating Municipality may withdraw from this Agreement by providing written notice to all other Participating Municipalities at least sixty (60) days prior to the first scheduled training session. After that date, a Participating Municipality may only withdraw by paying its full financial obligation of Six Thousand Three Hundred Dollars ($6,300.00) as outlined in Section 3.2 of this Agreement.

Section 7.3 Program Cancellation

If the Center cancels or materially fails to perform the services required under the Master Services Agreement, this Agreement shall terminate automatically. Each Host Municipality shall seek refunds for any payments made by it for undelivered Training Sessions. No municipality shall have further obligations to other Participating Municipalities under this Agreement.

Section 7.4 Entire Program Termination

This Agreement may be terminated by unanimous written consent of all Participating Municipalities at any time.

If the Participating Municipalities notify the Center to cancel this project fewer than 30 days but more than 14 days before its scheduled start date, then the Participating Municipalities agree to pay the Center a cancellation fee equal to 50% of the Total Fee described in Section 3.2. If the Participating Municipalities notify the Center to cancel this project fewer than 14 days before its scheduled start date, then Client agrees to pay the Center the Total Fee described in Section 3.2.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

Section 8.1 Mutual Indemnification

To the fullest extent permitted by law, each Participating Municipality (the "Indemnitor") shall indemnify, defend, and hold harmless the other Participating Municipalities and their respective officers, officials, employees, and agents (as "Indemnitees") from and against all liability, losses, claims, demands, suits, or actions, including attorneys' fees and costs, which arise from any act of negligence on the part of the Indemnitor, its officers, employees, agents or servants.

Section 8.2 Indemnification Procedures

The Indemnitee shall provide written notice to an Indemnitor within fourteen (14) days of any claim. An Indemnitee shall have the right to select its own legal counsel and control its own defense, provided the selection of counsel and associated payments to such counsel are subject to the Indemnitor's reasonable approval.

An Indemnitee shall take all reasonable steps to mitigate losses, including seeking coverage from its own insurance providers or, if viable, the Center's insurance provider, as the primary source of recovery before seeking indemnification from any Participating Municipality.

An Indemnitee may not settle or compromise any claim without prior written consent of the Indemnitors, and such consent shall not be unreasonably withheld.

Nothing in this Agreement shall be construed as a waiver of any Participating Municipality's rights, immunities, and defenses under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) or any other applicable law.

Section 8.3 Insurance

Each Participating Municipality must maintain general liability insurance coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate, and workers' compensation insurance as required by Illinois law covering all participating employees.

EXECUTION

IN WITNESS WHEREOF, the Participating Municipalities have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

VILLAGE OF NORTHBROOK
By: _____
Name: _____
Title: Village Manager
Date: _____
ATTEST:

_____
Village Clerk

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

[MUNICIPALITY NAME]
By: _____
Name: _____
Title: _____
Date: _____
ATTEST:

_____
[Municipal Clerk]

MASTER SERVICE AGREEMENT

In conjunction with the Intergovernmental Agreement (the "IGA"), this Master Service Agreement (the "Agreement") is made this _____ ("Date"), between the Participating Municipalities of The Village of Wheeling, The Village of Glencoe, The Village of Northbrook, The Village of Willowbrook, The Village of Buffalo Grove, The Village of Winnetka, and The City of Lake Forest (represented by The Village of Wheeling as the "Client") and Lake Forest Graduate School of Management ("LFGSM"). Client and LFGSM may be hereinafter referred to individually as a "Party" and, collectively, as the "Parties".

Client and LFGSM agree as follows:

1. Client hereby agrees to engage LFGSM to provide the Client with the following services (the "Services"):

Session Name	Dates	Inclusions	Participants	Cost
Leadership Academy	Emotional Intelligence (April) Critical Thinking (June) Leadership Presence (August) Leading Challenging Conversations (October)	Includes Business Leader Faculty™, Program Manager, Participant Guide (Digital), and up to 2 Design Hours per session.	60	$6,300 per Half-Day Session x 4 In-Person Sessions
Change Management Academy	The Personal Side of Change (May) Leading Others Through Change (July) Innovative Mindset (September)	Includes Business Leader Faculty™, Program Manager, Participant Guide (Digital), and up to 2 Design Hours per session.	60	$6,300 per Half-Day Session x 3 In-Person Sessions
TOTAL FEE				$44,100 Special discounted rates have been applied for 2026 programming.

Additional Design Hours will apply at a rate of $425 if necessary. Any modifications beyond the Scope of Work outlined above would require Client's written approval before proceeding.

2. Scope of Work: LFGSM agrees to send a scope document that describes the intended deliverables. Client may approve the scope document or request changes to it. Once the scope has been agreed to, if LFGSM receives any requests from Client that would substantially alter the scope, LFGSM and Client will discuss the requested changes and any schedule or cost implications. Client will then notify LFGSM to either proceed with the changes or return to the original scope.

3. Fees and payment method: For the services rendered by LFGSM as required by this Agreement, each Client will provide compensation to LFGSM of $6,300 per session (total of $44,100 for the entire program), invoiced following completion of the Services. Compensation will be remitted to LFGSM no later than 60 days after the invoice date by check to LFGSM, 100 S. Saunders Rd, Suite 150, Lake Forest, IL 60045 (Attention Accounts Receivable) or by ACH to Lake Forest Bank & Trust Co., ABA/Routing #071925334, Account #7669347155.

4. Reimbursement of Expenses: LFGSM will be reimbursed from time to time for all reasonable and necessary, pre-approved (by Client in writing) expenses incurred by LFGSM in connection with providing the Services.

5. Confidentiality: "Confidential Information" refers to any data or information relating to the business of Client which would reasonably be considered to be proprietary to Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of Client and where the release of that Confidential Information could reasonably be expected to cause harm to Client. LFGSM agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which LFGSM has obtained, except as authorized by Client. This obligation will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by Client to LFGSM under this Agreement is Confidential Information, regardless of whether it was provided before or after the date of this Agreement or how it was provided to LFGSM.

6. Ownership of Materials and Intellectual Property: All intellectual property and related material (the "Intellectual Property"), including any related work in progress, that is developed or produced by LFGSM under this Agreement, excluding Client Materials, will be the property of LFGSM. Title, copyright, intellectual property rights and distribution rights of such Intellectual Property remain exclusively with LFGSM. Presentation slides or recordings will not be distributed to any session participants unless agreed to by both parties in writing. Client will retain all right, title and interest in and to all content, data and other materials provided or made available by Client to LFGSM in connection with this Agreement, together with all intellectual property rights therein and thereto (collectively, “Client Materials”).

7. Return of Property: Upon the expiration or termination of this Agreement, LFGSM will return to Client all Client Materials, Confidential Information, and other property, documentation, and records which is the property of Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

For: LFGSM	For: Participating Municipalities (via The Village of Northbrook)
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Police Chief John Ustich
Date: 2026-03-10
Subject: An Ordinance Waiving Competitive Bidding and Authorizing the Purchase of Taser Equipment from Axon Enterprise, Inc. of Scottsdale, AZ, and Authorizing the Disposal of Surplus Equipment

Overview
The Village is seeking to replace all sworn officer-assigned taser devices.

Fiscal Impact
The attached quote, Exhibit A, reflects a total purchase price of $444,241.54 for seventy (70) devices along with required accessories, warranties, and training. Axon has offered a five-year payment plan, over the recommended life of the devices. The annual payment plan is detailed on Page 2 of Exhibit A. The total purchase price includes a trade-in credit of $21,000 towards the purchase. The terms and conditions of the purchase are included in Exhibit B.

This cost was previously budgeted for the Village's Capital Improvement Plan over the next five fiscal years. The FY27 Recommended Annual Budget contains a $73,005 provision for the purchase of this replacement equipment and a projected budget of $93,000 for FY28 for the first and second years' cost of this expenditure.

Recommendation
Approval.

Background

The Village is seeking to replace the current inventory of taser devices which includes seventy (70) taser units for 66 sworn officers. Currently, the Department uses the Taser 7 device manufactured by Axon Enterprises, Inc. of Scottsdale, AZ. This agreement ends as of April 15, 2026. The purchase of seventy (70) replacement Tasers will ensure that the department maintains its Taser equipment inventory based on the manufacturer's recommended 5-year replacement cycle, will ensure the department remains up to date with industry best practices, will provide spare resources, and will ensure consistency across the department for training, maintenance and replacement schedule purposes.

The TASER 10 is the latest conducted-energy weapon developed by Axon Enterprise, designed to improve safety and expand de-escalation options for law enforcement as they are designed to provide a safer alternative to lethal force, reducing injuries to both officers and subjects. The TASER 10 is built for durability in harsh conditions and integrates with Axon's broader technology ecosystem for data tracking and accountability. This purchase also includes equipment warranties and virtual reality training/simulations. Additional equipment and software for related virtual reality training has been added to the base virtual reality taser training package.

The Village Board last approved the purchase of taser devices from Axon Enterprises, Inc. of Scottsdale, AZ on December 8, 2020 via Ordinance 2020-47. Staff has been satisfied with the relationship with the Axon and their products/services have met or exceeded the department's requirements and this purchase is recommended. Additionally, the Vendor is deemed a sole source provider of this equipment, and as such it is recommended the Village's competitive bidding requirement be waived. The Vendor has agreed to a 5-year payment schedule and has included a trade-in credit of $21,000 for the current inventory of tasers.

Staff will be present at the Village Board meeting on March 10th to answer any questions that may arise.

An Ordinance Waiving Competitive Bidding and Authorizing the Purchase of Taser Equipment from Axon Enterprise, Inc. of Scottsdale, AZ, and Authorizing the Disposal of Surplus Equipment
Exhibit A - Updated T10 Quote
Exhibit B - Northbrook PD MSPA
Supplemental Information - Sole Source Letter Agency-Specific CEW and Axon

Ordinance No. 2026-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Waiving Competitive Bidding and Authorizing the Purchase of Taser Equipment from Axon Enterprise, Inc. of Scottsdale, AZ, and Authorizing the Disposal of Surplus Equipment

shall be, and is hereby, adopted as follows:

SECTION 1. RECITALS

The Village is seeking to replace the current inventory of taser devices which includes 70 taser units for 66 sworn officers. Currently, the department utilizes the Taser 7 device manufactured by Axon Enterprises, Inc. of Scottsdale, AZ (***"Vendor"***). The agreement for the Taser 7 devices ends as of April 15, 2026. The purchase of 70 replacement Tasers will ensure that the department maintains its Taser equipment inventory based on the manufacturer's recommended 5-year replacement cycle, will ensure the department remains up to date with industry best practices, will provide spare resources, and will ensure consistency across the department for training, maintenance and replacement schedule purposes.

The TASER 10 is the latest conducted-energy weapon developed by Vendor, designed to improve safety and expand de-escalation options for law enforcement. It features a 10-shot magazine with individually targeted probes, allowing officers to deploy multiple probes without reloading and to fire them independently rather than in fixed pairs like the previous Taser 7 device. The device has an extended range of up to approximately 45 feet, giving officers greater distance during critical incidents. It also includes built-in warning features such as a bright pulsing light, audible alert, and laser aiming system. Unlike earlier models, the TASER 10 operates at a lower voltage and automatically selects the most effective probe connections to deliver energy. It is built for durability in harsh conditions and integrates with Vendor's broader technology ecosystem for data tracking and accountability.

The Village Board last approved the purchase of taser devices from Vendor at the December 8, 2020 Board of Trustees meeting via Ordinance 2020-47. Staff have been satisfied with the relationship with Vendor and Vendor's products and services have met or exceeded the department's requirements.

Therefore, Police Department staff recommend acquiring 70 Taser 10 units and necessary accessories as well as extended warranties (collectively, ***"Equipment"***) from Vendor.

Due to the fact that Vendor is a sole source provider of the Equipment, Police Department staff also recommends waiving the Village's competitive bidding requirement and authorizing the purchase of the Equipment from Vendor in the not-to-exceed amount of $444,241.54. Vendor has agreed to a 5-year payment schedule, as well as a trade-in credit of $21,000 for the current inventory of tasers which is included in the total purchase price.

The Village's FY 2027-2031 Capital Improvement Plan anticipates the replacement of Police Department taser equipment in the General Fund, Account # 11-2100-705-31. The FY 26/27 Draft Annual Budget contains a $73,005 provision for the purchase of this replacement equipment and a projection of $93,000 for FY 27/28 for the first and second years' cost of this expenditure. The President and the Board of Trustees intend to retain this funding in the Final Budgets as approved.

The President and the Board of Trustees have considered the disposal of the surplus equipment and the purchase of the Equipment, and determined that they are in the best interest of the Village and the public.

SECTION 2. DISPOSAL OF SURPLUS EQUIPMENT

Pursuant to the home rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees have determined that the current inventory of Taser 7 devices owned by the Village are no longer necessary or useful to the Village, and the best interests of the Village would be served by disposal of these devices.

SECTION 3. MANNER OF DISPOSAL

The Village Manager is hereby authorized and directed to convey the 70 Taser 7 devices to the Vendor as partial payment for the value of the Taser 10 devices.

SECTION 4. APPROVAL OF EXPENDITURES

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Equipment from the Vendor in the not to exceed total amount of $444,242.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect upon passage by the Board of Trustees and publication in pamphlet form in accordance with State Statutes.

ATTEST:

_____
Village President

_____
Village Clerk

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-801960-46077DB

Issued: 02/24/2026

Quote Expiration: 03/15/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 151344

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Northbrook Police Dept. - IL 1401 Landwehr Rd Northbrook, IL 60062-5157 USA	Northbrook Police Dept. - IL 1401 Landwehr Rd Northbrook IL 60062-5157 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Bryan Meents Phone: (847) 564-2060 Email: bryan.meents@northbrook.il.us Fax: (847) 564-8390

Quote Summary

Program Length	61 Months
TOTAL COST	$444,241.54
ESTIMATED TOTAL W/ TAX	$444,241.54

Discount Summary

Average Savings Per Year	$31,694.43
TOTAL SAVINGS	$161,113.37

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	$73,000.02	$0.00	$73,000.02
Apr 2027	$92,810.38	$0.00	$92,810.38
Apr 2028	$92,810.38	$0.00	$92,810.38
Apr 2029	$92,810.38	$0.00	$92,810.38
Apr 2030	$92,810.38	$0.00	$92,810.38
Total	**$444,241.54**	**$0.00**	**$444,241.54**

Quote Unbundled Price:	**$605,364.51**
Quote List Price:	**$478,440.51**
Quote Subtotal:	**$444,241.54**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00031	TASER 10 CERTIFICATION PRO PLAN	70	60	$138.55	$108.33	$103.33	$433,986.00	$0.00	$433,986.00
A la Carte Hardware									
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1			$324.00	$324.00	$324.00	$0.00	$324.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	1			$5,499.00	$5,499.00	$5,499.00	$0.00	$5,499.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	71	1		$5.37	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1			$12,000.00	$0.00	$0.00	$0.00	$0.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	70	1		$3.00	$0.00	$0.00	$0.00	$0.00
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	70	1		$0.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	1		$7.70	$0.00	$0.00	$0.00	$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	72	1		$7.75	$0.00	$0.00	$0.00	$0.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	84	1		$0.50	$0.00	$0.00	$0.00	$0.00
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	49		$90.46	$90.46	$4,432.54	$0.00	$4,432.54
Total							**$444,241.54**	**$0.00**	**$444,241.54**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION PRO PLAN	100122	AXON VR - HEADSET - BATTERY	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100126	AXON VR - TACTICAL BAG	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	70	2	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	1400	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	700	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100591	AXON TASER - CLEANING KIT	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	8	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	62	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	04/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION PRO PLAN	100748	AXON VR - CONTROLLER - TASER 10	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101294	AXON VR - TABLET	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101300	AXON VR - TABLET CASE	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	7	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	3	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	70	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	70	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	04/15/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	1	04/15/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	04/15/2027
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	04/15/2028
TASER 10 CERTIFICATION PRO PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	10/15/2028
TASER 10 CERTIFICATION PRO PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	3	1	10/15/2028
TASER 10 CERTIFICATION PRO PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	3	1	10/15/2028
TASER 10 CERTIFICATION PRO PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	10/15/2028
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	1	10/15/2028
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	04/15/2029
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	560	1	04/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	71	04/15/2026	05/14/2026
TASER 10 CERTIFICATION PRO PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	70	05/15/2026	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	70	05/15/2026	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	05/15/2026	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	20370	AXON VR - USER ACCESS - FULL VR	70	05/15/2026	05/14/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION PRO PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	70
TASER 10 CERTIFICATION PRO PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	70
A la Carte	102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	70

Services

Bundle	Item	Description	QTY
A la Carte	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	70

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	84	04/15/2026	05/14/2026
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	72	04/15/2026	05/14/2026
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	04/15/2026	05/14/2026
TASER 10 CERTIFICATION PRO PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	3	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	100213	AXON VR - EXT WARRANTY - TABLET	3	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	70	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	3	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	70	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	04/15/2027	05/14/2031
TASER 10 CERTIFICATION PRO PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	04/15/2027	05/14/2031
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	04/15/2027	05/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1401 Landwehr Rd	Northbrook	IL	60062-5157	USA
2	1401 Landwehr Rd	Northbrook	IL	60062-5157	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$5,499.00	$0.00	$5,499.00
Annual Payment 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	$49.85	$0.00	$49.85
Annual Payment 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$681.95	$0.00	$681.95
Annual Payment 1	102604	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (2-DAY)	1	$0.00	$0.00	$0.00
Annual Payment 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	70	$0.00	$0.00	$0.00
Annual Payment 1	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	70	$0.00	$0.00	$0.00
Annual Payment 1	20248	AXON TASER - EVIDENCE.COM LICENSE	71	$0.00	$0.00	$0.00
Annual Payment 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	84	$0.00	$0.00	$0.00
Annual Payment 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	72	$0.00	$0.00	$0.00
Annual Payment 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$0.00	$0.00	$0.00
Annual Payment 1	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$66,769.22	$0.00	$66,769.22
Total				**$73,000.02**	**$0.00**	**$73,000.02**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	$68.54	$0.00	$68.54
Annual Payment 2	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$937.65	$0.00	$937.65
Annual Payment 2	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$91,804.19	$0.00	$91,804.19
Total				**$92,810.38**	**$0.00**	**$92,810.38**

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	$68.54	$0.00	$68.54
Annual Payment 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$937.65	$0.00	$937.65
Annual Payment 3	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$91,804.19	$0.00	$91,804.19
Total				**$92,810.38**	**$0.00**	**$92,810.38**

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	$68.54	$0.00	$68.54
Annual Payment 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$937.65	$0.00	$937.65
Annual Payment 4	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$91,804.19	$0.00	$91,804.19

Apr 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Total				**$92,810.38**	**$0.00**	**$92,810.38**

Apr 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	1	$68.54	$0.00	$68.54
Annual Payment 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$937.65	$0.00	$937.65
Annual Payment 5	C00031	TASER 10 CERTIFICATION PRO PLAN	70	$91,804.19	$0.00	$91,804.19
Total				**$92,810.38**	**$0.00**	**$92,810.38**

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 https://www.axon.com/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.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-310276, Q-277124

Agency is terminating those contracts effective 4/15/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon. GAAP coverage is present on the quote from 4/15/2026 - 5/14/2026, new products will start 5/15/2026 and run through 5/14/2031.

The price on this quote includes a $21,000 discount in CEW buyback credit.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

2/24/2026



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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one percent (1%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price for the Axon Device, or if for Services, the amount paid for such Services over a twelve (12) month period. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

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use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices, excluding product manufacturing claims; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of Customer's improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

    19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

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This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the state where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. All disputes between the Parties shall be resolved solely in the Circuit Court of Cook County, Illinois. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...

Name: Robert E. Driscoll, Jr.

Title: VP, Deputy General Counsel

Date: 2/25/2026 | 5:47 PM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

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and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

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4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

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Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

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service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.

2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

3. **Full-Time TAM Scope of Services.**

   3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   3.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**

   4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   4.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the

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Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

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Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2/25/2026

To: ***Northbrook Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Digital Evidence Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges

[1] Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.

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- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a

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universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon
- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040

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- X2 – 4-year extended warranty, item number 22014
- X26P – 2-year extended warranty, item number 11008
- X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

4. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 10400
   - TASER 10 inert cartridge, item number 100401

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Battery Packs for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764

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- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763

10. Battery Packs for X26P and X2 Energy Weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
      TASER Weapons Dock Single Bay Dataport: 74208

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

15. Enhanced HALT Suit Model: 100623

16. TASER Simulation Suit II Model 44550

17. TASER 7 conductive target Model: 80087

18. Blue X26P Demonstrator/LASER Pointer Model: 11023

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Axon Products & Services Descriptions

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- “Find my camera” feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)

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- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.

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- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

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Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System (DEMS)

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion que for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats

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- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction

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Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application
- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services
- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application
- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon App
- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

Axon Records
- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—

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promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)

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Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources

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- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)

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- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

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8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:
    - Axon Body 3 Dock – 8-Bay Model AX1026
    - Axon Body 3 Dock – 1-Bay Model AX1027
    - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
   - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
   - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081

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- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 10 certification bundle, Axon Signal Sidearm,[3] Axon Standards,[4] Axon Respond, Axon Respond+, and third-party storage (100 GB)..
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+)**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal

[2] Technology Assurance Plan for warranties and refreshes. Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.
[3] Additional configuration may be needed to ensure Axon Signal compatibility, and not all holster arrangements may be compatible. Reach out to your Axon representative to learn more.
[4] License subscription only. Does not include implementation costs. Available for agencies with 15+ sworn officers.

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Sidearm,[3] Axon Standards,[4] Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), and third-party video storage (100 GB), third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,[5] and Axon VR training.

3. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100 users), Axon Signal Sidearm,[3] Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (unlimited), Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,[5] Axon VR training, Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.[6]
4. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
5. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
6. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
7. **Axon Core 10:** Pays for TASER 10 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence license, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),[3] and Axon Respond.
8. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
9. **Officer Safety Plan:** Includes an X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body-worn camera (BWC) with the TASER Assurance Plan (TAP)[2], Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,[3] Axon Standards[4], Axon Respond, Axon Respond+, and third-party storage (100 GB).
11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, Axon Body-worn camera, Axon Evidence , unlimited BWC and Axon capture storage, Axon Signal Sidearm,[3] Axon Standards,[4] Axon Respond, Axon Respond+, third-

[5] License subscription only. Does not include implementation costs. Available for agencies with 50+ sworn officers.
[6] For more details on Fusus tiers, reach out to your account manager.

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party storage (100 GB), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,[5] and Axon VR training.

12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, Axon BWC with TAP, Axon Evidence (Evidence.com), unlimited BWC and Axon Capture storage, Command Staff Pro license (1 per 100 users), TASER 7 certification bundle, Axon Signal Sidearm,[3] Axon Standards,[4] Axon Respond, Axon Respond+, third-party storage (unlimited), Axon Performance, Axon Community Request, Axon Investigate Pro, third-party video playback, Redaction Assistant, auto-tagging with implementation, channel services, Axon Records,[5] Axon VR training, unlimited Axon Auto-Transcribe, My90 by Axon, and the Fusus Real-Time Crime Center.[6]
13. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
14. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
15. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
16. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
17. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P energy weapons.
18. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Axon Evidence for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
19. **Axon Core 7:** Pays for TASER 7 certification, Axon Body 4 camera, Axon Dock, warranty, TAP refresh, Professional Axon Evidence License, unlimited first-party storage, a la carte third-party storage (30 GB), Axon Signal Sidearm (1:1),[3] and Axon Respond.
20. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.
21. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
22. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

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Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2026-03-10
Subject: A Resolution Approving a Fourth Amendment to the Lake-Cook Corridor Agreement with the Village of Deerfield

Overview

Consistent with the First, Second and Third Amendments, the action is proposed to update the Corridor Agreement to identify property which is no longer able to be annexed into Northbrook in the future as it is no longer adjacent to Northbrook's corporate limits as a result of annexations by Deerfield pursuant to the Agreement.

Fiscal Impact

N/A.

Recommendation

Approval.

Background

In 1995, the Villages of Northbrook and Deerfield entered into a Corridor Agreement to address future annexation of unincorporated areas along Lake Cook Road to provide comprehensive solutions for the future use and annexation of eight properties. Subsequently, the Villages have amended the Agreement three times. In 2002, the First Amendment to the Corridor Agreement was at the request of Northbrook to allow for changes to the the principal uses in the Agreement for the area defined as the *LaSalle and Surrounding Parcels*. In 2005, the Second Amendment to the Corridor Agreement was at the request of Deerfield to allow for changes to the principal uses for the area defined as the *Baxter South Parcel.* In 2012, the Third Amendment to the Corridor Agreement was collectively requested by both Villages to remove the parcels that had been annexed by each community, defined as *Baxter South Parcel*, *Red Roof Inn Parcel*, and *LaSalle and Surrounding Parcels*, and to focus the Corridor Agreement on the remaining unincorporated areas.

The properties that remain in the Corridor Agreement and annexation rights pursuant to the Agreement are as follows:

- Glenbrook Countryside Estates Parcel (either community can annex and both have contiguous corporate limits to a portion of the Parcel)
- Picardy East Townhouse Parcel (either community can annex at such time as they meet statutory requirements as neither have contiguous corporate limits to any portion of the Parcel)
- Brookside Shopping Center Parcel (Northbrook can annex this property at such time as it meet statutory requirements to have contiguous corporate limits to any portion of the Parcel)
- Waukegan Road Triangle Parcel (Northbrook can annex this property and has contiguous corporate limits to a portion of the Parcel)
- Baxter North Parcel (Deerfield can annex this property and Northbrook has no contiguous corporate limits to any portion of the Parcel)

Staff will be in attendance at the meeting to answer any questions.

A Resolution Approving a Fourth Amendment to the Lake-Cook Corridor Agreement with the Village of Deerfield
Lake Cook Road Corridor Agreement as Amended
Fourth Amendment to Lake-Cook Corridor Agreement

Resolution 2026-

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Fourth Amendment to the Lake-Cook Corridor Agreement with the Village of Deerfield

is hereby adopted, as follows:

Section 1. RECITALS.

Pursuant to Resolution No. 95-R-112, the Village of Northbrook ("***Northbrook***") entered into the Lake-Cook Corridor Agreement ("***Corridor Agreement***") with the Village of Deerfield ("***Deerfield***") to govern the land use and development of unincorporated properties along the common boundaries of the two villages. The Corridor Agreement was subsequently amended pursuant to Resolutions No. 02-R-14 ("***First Amendment***"), 04-R-130 ("***Second Amendment***'), and 12-R-16 ("***Third Amendment***").

Since the execution of Corridor Agreement and the subsequent amendments, many of the previously unincorporated parcels of property governed by the Corridor Agreement have been annexed into either Northbrook or Deerfield. These parcels include those identified in the Corridor Agreement as the "Baxter South Parcel," the "Red Roof Inn Parcel," and a majority of the "LaSalle and Surrounding Parcels."

The property referred to in the Corridor Agreement as the "Baxter North Parcel," which includes Baxter International Inc.'s headquarters located at 1 Baxter Parkway, Deerfield, Illinois, is currently located in unincorporated Lake County, but is surrounded on three sides by property located within Deerfield. Therefore, it is not foreseeable that the Baxter North Parcel may be annexed into Northbrook in the future.

After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the bests interests of the public health, safety and welfare of Northbrook in general, and the property owners and residents in and around the Lake-Cook Road Corridor in particular, to remove the Baxter North Parcel from the Corridor Agreement and release it from the Corridor Agreements terms, conditions, and provisions pursuant to a Fourth Amendment to the Lake-Cook Corridor Agreement ("***Fourth Amendment***").

Section 2. APPROVAL OF FOURTH AMENDMENT.

The Fourth Amendment by and between Northbrook and Deerfield shall be, and is hereby, approved in substantially the form attached hereto as ***Exhibit A*** and in a final form approved by the Village Manager and Village Attorney.

Section 3. EXECUTION OF FOURTH AMENDMENT.

The Village Manager and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Fourth Amendment.

Section 4. EFFECTIVE DATE.

The approval of this Resolution shall be in full force and effect following its passage by the Board of Trustees in the manner provided by law.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST:

/s/
Village President

/s/
Village Clerk

LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the 25th day of July, 1995, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation ("Northbrook"), and the VILLAGE OF DEERFIELD, an Illinois home rule municipal corporation ("Deerfield").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged and agreed to by Northbrook and Deerfield, the parties hereto agree as follows:

SECTION 1. RECITALS.

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield desire to establish certain municipal jurisdiction boundaries and to provide for responsible and compatible land use planning and administration within the area generally known as the Lake-Cook Road Corridor.

C. Northbrook and Deerfield desire to resolve outstanding matters and provide comprehensive solutions to issues concerning annexation, zoning, and land use management standards for the Lake-Cook Road Corridor.

D. Northbrook and Deerfield desire to limit and mitigate the potential adverse impacts of the development or redevelopment of certain parcels, hereinafter described, along the Lake-Cook Road Corridor on local roads and traffic.

E. Northbrook and Deerfield desire to establish a foundation for ongoing communication, cooperation, and consultation on matters of mutual interest.

F. In furtherance of the aforesaid objectives, Northbrook and Deerfield have reviewed, considered, and agreed to adopt jointly a Local Land Resource Management Plan containing certain annexation, land resource management, and zoning standards to be enforced within the Lake-Cook Road Corridor that form a necessary basis for the proper development or redevelopment of the Lake-Cook Road Corridor and the public facilities that will be affected and impacted thereby.

G. Northbrook and Deerfield intend that this Agreement, including the Exhibits incorporated herein and any ordinances and resolutions adopted, and agreements executed, pursuant to this Agreement shall constitute a Local Land Resource Management Plan containing, and providing for enforcement of, annexation and land resource management and zoning standards applicable to the Lake-Cook Road Corridor.

H. Northbrook and Deerfield have the power and authority to enter into this Agreement pursuant to their respective home rule powers; the provisions of **Article VII, Section 10 of the Illinois Constitution of 1970**; **the Local Land Resource Management Planning Act**, 50 ILCS 805/1 *et seq.*; and the **Illinois Intergovernmental Cooperation Act**, 5 ILCS 220/1 *et seq.*

This document prepared by (and return to):
STEVEN M. ELROD
55 WEST MONROE ST.
SUITE 800
CHICAGO, IL 60603

I. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the best interests of the public welfare of Northbrook in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Agreement.

J. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the pubic welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Agreement.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"**Baxter North Parcel**": The unincorporated developed real estate located generally east of Sanders Road, west of the I-294 Tri-State Tollway, and north of the Baxter South Parcel, as depicted on Exhibit A.

"**Baxter South Parcel**": The unincorporated undeveloped real estate located generally east of Sanders Road, west of the I-294 Tri-State Tollway, north of Lake-Cook Road, and south of the Baxter North Parcel, as depicted on Exhibit A.

"**Brookside Shopping Center/Hanekamp Funeral Home Parcels**": The unincorporated developed real estate located generally east of Waukegan Road, west of the Picardy East Townhouse Development Parcel, north of the I-94 Tollway Spur, and south of the Glenbrook Countryside Estates Parcel, as depicted on Exhibit A.

"**Deerfield Zoning Ordinance**": The Deerfield Zoning Ordinance, 1978, as the same has been and may, from time to time hereafter, be amended.

"**Glenbrook Countryside Estates Parcel**": The unincorporated developed real estate located generally east of Waukegan Road, west of the Courts of Northbrook Residential Development, north of the I-94 Tollway Spur, and south of Lake-Cook Road, as depicted on Exhibit A.

"**LaSalle and Surrounding Parcels**": The unincorporated undeveloped parcels of real estate located generally east of the office building located at the southeast corner of Lake-Cook Road and Sanders Road, west of the I-294 Tri-Sate Tollway, and south of Lake-Cook Road, as depicted on Exhibit A.

"**Municipal Services**": Services provided by municipalities for the benefit of real estate and the occupants thereof that are in the nature of public utilities, including, without limitation, such services as water supply, storm sewer, sanitary sewer, cable television, and residential refuse collection, but not including police, fire, and emergency medical and paramedic services.

"Northbrook Zoning Code": The Village of Northbrook Zoning Code, 1988, as the same has been and may, from time to time hereafter, be amended.

"Picardy East Townhouse Development Parcel": The unincorporated developed real estate located generally east of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, north of the I-94 Tollway Spur, and south of the Glenbrook Countryside Estates Parcel, as depicted on Exhibit A.

"Red Roof Inn Agreement": That certain Agreement dated January 28, 1987, by and between Northbrook and Red Roof Inn, Inc. and attached hereto as Exhibit B.

"Red Roof Inn Parcel": The unincorporated developed real estate and located generally north of the I-94 Tollway Spur and west of Waukegan Road, as depicted on Exhibit A.

"Waukegan Road Triangle Parcel": The unincorporated undeveloped triangular-shaped real estate located generally east of the Chicago, Milwaukee, St. Paul, and Pacific Railroad line, south of the I-94 Tollway Spur, west of Waukegan Road, and north of that certain property owned by the Cook County Forest Preserve District, as depicted on Exhibit A.

SECTION 3. UNINCORPORATED TERRITORY IN THE LAKE-COOK ROAD CORRIDOR

A. Glenbrook Countryside Estates Parcel.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Glenbrook Countryside Estates Parcel. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Glenbrook Countryside Estates Parcel.

2. Development Upon Annexation by Northbrook or Deerfield. Neither Northbrook nor Deerfield shall, upon annexation, permit any use, development, or redevelopment of all or any portion of the Glenbrook Countryside Estates Parcel that is inconsistent with, or that would allow for an increase in the number of, the single family detached dwelling units allowed pursuant to the Cook County Zoning Ordinance regulations applicable to the Glenbrook Countryside Estates Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Glenbrook Countryside Estate Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook or Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3A2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Glenbrook Countryside Estates Parcel, to support or allow any use, development,

redevelopment, or expansion of the Glenbrook Countryside Estates Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3A2 of this Agreement.

B. **Picardy East Townhouse Development Parcel.**

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of Picardy East Townhouse Development Parcel. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of Picardy East Townhouse Development Parcel.

2. Development Upon Annexation by Northbrook or Deerfield. Neither Northbrook nor Deerfield shall, upon annexation, permit any use, development, or redevelopment of all or any portion of the Picardy East Townhouse Development Parcel that is inconsistent with, or that would allow for an increase in the number of, the residential townhouse dwelling units that exist on the Picardy East Townhouse Development Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Picardy East Townhouse Development Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook or Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3B2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, either directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Picardy East Townhouse Development Parcel, to support or allow any use, development, redevelopment, or expansion of the Picardy East Townhouse Development Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3B2 of this Agreement.

C. **Brookside Shopping Center/Hanekamp Funeral Home Parcels.**

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, nor shall Deerfield provide, or offer to provide, Municipal Services to all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, or redevelopment of all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels other than general retail and business uses of the type and intensity existing on the Brookside Shopping Center/Hanekamp Funeral Home Parcels as of the Effective Date of this Agreement. Notwithstanding the foregoing, Northbrook may approve a plan for a new or different use, development, or redevelopment of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, if, and only if (a) such plan is

approved in advance by the Deerfield Corporate Authorities by resolution duly adopted; and (b) such plan includes improvements to the Waukegan Road access to the Brookside Shopping Center/Hanekamp Funeral Home Parcels, including specifically, but without limitation, a dedicated left turn lane from Waukegan Road into the Brookside Shopping Center/Hanekamp Funeral Home Parcels.

3. Development in Other Circumstances. In the event that an owner or other party with interest in all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels seeks to use, develop, redevelop, or expand all or any portion of such Parcels in unincorporated Cook County or in a municipality other than Northbrook in a manner inconsistent with the terms and conditions set forth in Paragraph 3C2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, to support or allow any use, development, redevelopment, or expansion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3C2 of this Agreement.

D. **Red Roof Inn Parcel.**

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Red Roof Inn Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Red Roof Inn Parcel nor shall Northbrook provide, or offer to provide, Municipal Services to all or any portion of the Red Roof Inn Parcel. Further, Northbrook agrees not to exercise its rights pursuant to the Red Roof Inn Agreement to call for the annexation of the Red Roof Inn Parcel to Northbrook.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, or redevelopment of all or any portion of the Red Roof Inn Parcel that is inconsistent with the terms, conditions, and provisions of the Red Roof Inn Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with interest in all or any portion of the Red Roof Inn Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3D2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Red Roof Inn Parcel, to support or allow any use, development, or redevelopment of the Red Roof Inn Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3D2 of this Agreement.

E. **Waukegan Road Triangle Parcel.**

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Waukegan Road Triangle Parcel. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the Waukegan Road Triangle Parcel, nor shall Deerfield provide or offer to provide Municipal Services to all or any portion of the Waukegan Road Triangle Parcel.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, or redevelopment of all or any portion of the Waukegan Road Triangle Parcel that is inconsistent with the terms, conditions, and provisions of Article VII (Industrial Districts) of the Northbrook Zoning Code.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Waukegan Road Triangle Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook, in a manner inconsistent with the terms and conditions set forth in Paragraph 3E2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Waukegan Road Triangle Parcel, to support or allow any use, development, redevelopment, or expansion of the Waukegan Road Triangle Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3E2 of this Agreement.

F. **LaSalle and Surrounding Parcels.**

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the LaSalle and Surrounding Parcels. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the LaSalle and Surrounding Parcels, nor shall Deerfield provide or offer to provide Municipal services to all or any portion of the LaSalle and Surrounding Parcels.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, redevelopment, or expansion of all or any portion of the LaSalle and Surrounding Parcels that is inconsistent with the following:

a. Principal Uses: Residential, institutional (including nursing homes and senior citizen housing), and low density office, research, and warehouse.

b. Accessory Uses: Any use that is subordinate and accessory to, and is in common ownership or control with, a principal use including specifically, but without limitation, associated retail and restaurant uses; provided, however, that such accessory uses shall not utilize more than 10 percent of the gross floor area occupied by the principal use.

c. Bulk Regulations:

(1) Maximum height (including all roof appurtenances): three stories or 45 feet, whichever is less;

(2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): .30; and

(3) Maximum impervious surface coverage: 50 percent.

(4) No off-street parking or buildings shall be located within 40 feet of the Sanders Road or Lake-Cook Road rights-of-way.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the LaSalle and Surrounding Parcels seeks to use, develop, redevelop, or expand all or any portion of such Parcels in unincorporated Cook County or in a municipality other than Northbrook in a manner inconsistent with the terms and conditions set forth in Paragraph 3F2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the LaSalle and Surrounding Parcels, to support or allow any use, development, redevelopment, or expansion of the LaSalle and Surrounding Parcels that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3F2 of this Agreement.

G. **Baxter North Parcel**.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Baxter North Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Baxter North Parcel, nor shall Northbrook provide or offer to provide Municipal Services to all or any portion of the Baxter North Parcel.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, redevelopment, or expansion of all or any portion of the Baxter North Parcel that is inconsistent with the office use of the height, type and intensity of that which exists on the Baxter North Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Baxter North Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Lake County or in a

municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3G2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Baxter North Parcel, to support or allow any use, development, redevelopment, or expansion of the Baxter North Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3G2 of this Agreement, except as may be provided as of the date of this Agreement in that certain Water Agreement dated as of February 4, 1985 ("Water Agreement") and to which Deerfield and an affiliate of Baxter are parties.

H. **Baxter South Parcel**.

1. Annexation. Northbrook shall not object to the annexation by Deerfield of all or any portion of the Baxter South Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Baxter South Parcel, nor shall Northbrook provide or offer to provide Municipal Services to all or any portion of the Baxter South Parcel.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, redevelopment, or expansion of all or any portion of the Baxter South Parcel that is inconsistent with the following:

a. Principal Uses: Residential, institutional (including nursing homes and senior citizen housing), and low density office, research, and warehouse.

b. Accessory Uses: Any use that is subordinate and accessory to, and is in common ownership with, a principal use including specifically, but without limitation, associated retail and restaurant uses; provided, however, that such accessory uses shall not utilize more than 10 percent of the gross floor area occupied by the principal use.

c. Bulk Regulations:

(1) Maximum height (including all roof appurtenances): three stories or 45 feet, whichever is less;

(2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): .30; and

(3) Maximum impervious surface coverage: 50 percent.

(4) No off-street parking or buildings shall be located within 40 feet of the Saunders Road or Lake-Cook Road rights-of-way.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Baxter South Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Lake County or in a municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3H2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Baxter South Parcel, that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3H2 of this Agreement, except as may be provided as of the date of this Agreement, in the Water Agreement.

SECTION 4. TOLLWAY INTERCHANGE.

A. Deerfield Agreement. In the event that (a) the Illinois Toll Highway Authority announces the elimination of access to and from the 1-94 Tollway Spur at Deerfield Road, (b) preliminary design plans and specifications are prepared by the Illinois Toll Highway Authority for an alternate access location on any property that is either (i) located within the corporate limits of Northbrook or (ii) contemplated or designated to be annexed to Northbrook pursuant to this Agreement (the "Northbrook Alternative Access Locations"), and (c) Northbrook has conducted a good faith review of such preliminary design plans and specifications, then Deerfield shall, upon a written request from Northbrook, do the following: Deerfield shall take all action necessary to support any official position of Northbrook regarding the inappropriateness of any of the Northbrook Alternative Access Locations. For purposes of this Section, the term "action" shall mean the delivery of written communication, in the form of a resolution duly adopted by the Deerfield Board of Trustees, to the Illinois Toll Highway Authority, or such other governmental agencies or officials with jurisdiction as Northbrook shall specify, confirming Deerfield's concurrence with Northbrook's position with regard to any of such Northbrook Alternative Access Locations. Further, Deerfield shall not take a position contrary to the position stated in said resolution.

B. Northbrook Agreement. In the event that (a) the Illinois Toll Highway Authority announces the elimination of access to and from the 1-94 Tollway Spur at Deerfield Road, (b) preliminary design plans and specifications are prepared by the Illinois Toll Highway Authority for an alternate access location on any property that is either (i) located within the corporate limits of Deerfield or (ii) contemplated or designated to be annexed to Deerfield pursuant to this Agreement (the "Deerfield Alternative Access Locations"), and (c) Deerfield has conducted a good faith review of such preliminary design plans and specifications, then Northbrook shall, upon a written request from Deerfield, do the following: Northbrook shall take all action necessary to support any official position of Deerfield regarding the inappropriateness of any of the Deerfield Alternative Access Locations. For purposes of this Section, the term "action" shall mean the delivery of written communication, in the form of a resolution duly adopted by the Northbrook Board of Trustees, to the Illinois Toll Highway Authority, or such other governmental agencies or officials with jurisdiction as Deerfield shall specify, confirming Northbrook's concurrence with Deerfield's position with regard

to any of such Deerfield Alternative Access Locations. Further, Northbrook shall not take a position contrary to the position stated in said resolution.

SECTION 5. SERVICING OF LAKE-COOK CORRIDOR.

The parties agree that police protection and response shall be provided to the Lake-Cook Corridor in accordance with any joint agreements and directives of the respective Village Managers and Chiefs of Police of Northbrook and Deerfield.

SECTION 6. SPIRIT OF COOPERATION.

A. Continued Cooperation. The parties agree to continue to cooperate and work together to promote and achieve the goals of this Agreement.

B. County Participation. The parties agree to work cooperatively and collectively to have the County of Lake and the County of Cook become parties to this Agreement and to otherwise take such actions as are necessary to ensure that the Lake-Cook Road Corridor is used and developed in a manner that is consistent with the terms and provisions of this Agreement.

C. Annual Meeting. The Northbrook Village President and Village Manager, or their designees, and the Deerfield Village President and Village Manager or their designees, shall meet together annually during the month of each annual anniversary of the Effective Date of this Agreement for the purpose of, but not necessarily limited to, discussing the use and development of the Lake-Cook Road Corridor and the progress of achieving the goals and purposes of this Agreement.

SECTION 7. NOTIFICATION OF ANNEXATION OR REZONING PROPOSALS.

Northbrook and Deerfield do hereby agree to notify each other of, and prior to, any annexation or zoning action taken by each Village, respectively, with respect to those parcels identified in Section 3 of this Agreement.

SECTION 8. AMENDMENTS TO OFFICIAL DOCUMENTS.

If necessary, Northbrook shall amend the Northbrook Zoning Code, Deerfield shall amend the Deerfield Zoning Ordinance, and both parties shall amend their official zoning maps and comprehensive plans to the maximum extent possible to reflect the understandings and agreements reached by the parties in this Agreement.

SECTION 9. LITIGATION AND DEFENSE OF AGREEMENT.

If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (the "Litigation"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation. Such other party may join in the Litigation in the manner and to the extent provided by law. Northbrook and Deerfield do hereby further agree to use their respective best efforts to defend against all Litigation and to otherwise defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. For each party, such best efforts shall include at least retaining competent legal counsel; providing testimony when so requested; or hiring or sharing in the cost of expert witnesses as the case may be. Deerfield shall have the right to select legal counsel for Litigation concerning any parcel annexed, or contemplated herein to be annexed, to Deerfield. Northbrook shall have the right to select legal counsel for litigation concerning any parcel annexed, or contemplated herein to be annexed, to Northbrook. In addition to the foregoing, both parties shall have the right to retain, at its own expense, its own independent legal counsel for any matter.

SECTION 10. REMEDIES.

A. Remedies. In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.

B. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

SECTION 11. TERM.

This Agreement shall be in full force and effect from and after the date of its execution for a period of 50 years; provided, however, that if such 50 year term shall be held invalid, the term shall be the maximum term permitted by applicable law as of the Effective Date of this Agreement or such longer term as may be subsequently allowed. Unless the parties shall otherwise agree in writing, if and to the extent permitted by applicable law at any time during the term of this Agreement, and after public hearing if required by state law, the term of this Agreement

shall be extended to the full extent from time to time permitted by law without further action by the parties.

SECTION 12. GENERAL PROVISIONS.

A. Complete Agreement; Supersedence. This Agreement and the Exhibits attached hereto constitute the complete agreement of the parties regarding the Lake-Cook Road Corridor and shall, as of the Effective Date, supersede and nullify all prior drafts and agreements concerning the Lake-Cook Road Corridor or any portion thereof, other than the Red Roof Inn Agreement and the Water Agreement.

B. Exhibits; Conflicts. Exhibits A and B attached to this Agreement (the "Exhibits") are incorporated herein and made a part of this Agreement by this Subsection. In case of any conflict among the provisions of this Agreement or of the Exhibits, the provision that best promotes the intent of the parties shall control.

C. Amendments. No amendment to or modification of this Agreement shall be effective unless and until it is in writing and is approved by the Northbrook Corporate Authorities and the Deerfield Corporate Authorities, by resolutions duly adopted, and executed and delivered by the authorized representatives of Northbrook and Deerfield.

D. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to Northbrook:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

For notices and communications to Deerfield:

Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: Village Manager

By notice complying with the foregoing requirements of this paragraph, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of change of address shall be effective until actually received.

E. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with, the internal laws, and not the conflict of law rules of the State of Illinois.

F. Interpretation. This Agreement has been negotiated by all parties and shall not be interpreted or construed against the party drafting the Agreement.

G. Change in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

I. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

J. Nonseverability. It is the express intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held void, invalid, or unenforceable by a court of competent jurisdiction, then this entire Agreement shall thereupon be held invalid and of no force or effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.

K. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

L. Counterparts. This Agreement may be executed in any number of multiply identical counterparts and all of said counterparts shall, individually and taken together constitute the Agreement.

M. Effective Date. The "Effective Date" of this Agreement shall be the date, on which this Agreement is recorded in the office of the Recorder of Deeds of Cook and Lake County, as required by state statutes. If either party to this Agreement fails to execute this Agreement within 30 days after having been notified in writing that the other party has executed this Agreement, then, and in that event, this Agreement shall be deemed to have been rejected by the party failing to execute this Agreement within said 30-day period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF NORTHBROOK

By: _____
Village President

ATTEST: _____
Village Clerk

VILLAGE OF DEERFIELD

By: _____
Village President

ATTEST: _____
Village Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on July 25, 1995 by Mark Damiroh, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Lona Louis, the Village Clerk of said municipal corporation.

_____
Signature of Notary

SEAL:

"OFFICIAL SEAL"
STEVEN M. ELROD
Notary Public, State of Illinois
My Commission Expires 9/25/95

My Commission expires: 9-25-95

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ LAKE)

This instrument was acknowledged before me on July 24, 1995, by Bernard Forrest the Village President of the **VILLAGE OF DEERFIELD**, an Illinois municipal corporation, and by Robert D. Franz, the Village Clerk of said municipal corporation.

Sharon K. Cromie

Signature of Notary

SEAL:

"OFFICIAL SEAL"
Sharon K. Cromie
Notary Public, State of Illinois
My Commission Expires Feb. 23, 1999

My Commission expires: _____

EXHIBIT A (Page 1 of 3)

1. GLENBROOK COUNTRYSIDE ESTATES
2. WAUKEGAN ROAD TRIANGLE
3. RED ROOF INN
4. BROOKSIDE SHOPPING CENTER / HANEKAMP FUNERAL HOME
5. PICARDY EAST TOWNHOUSE DEVELOPMENT

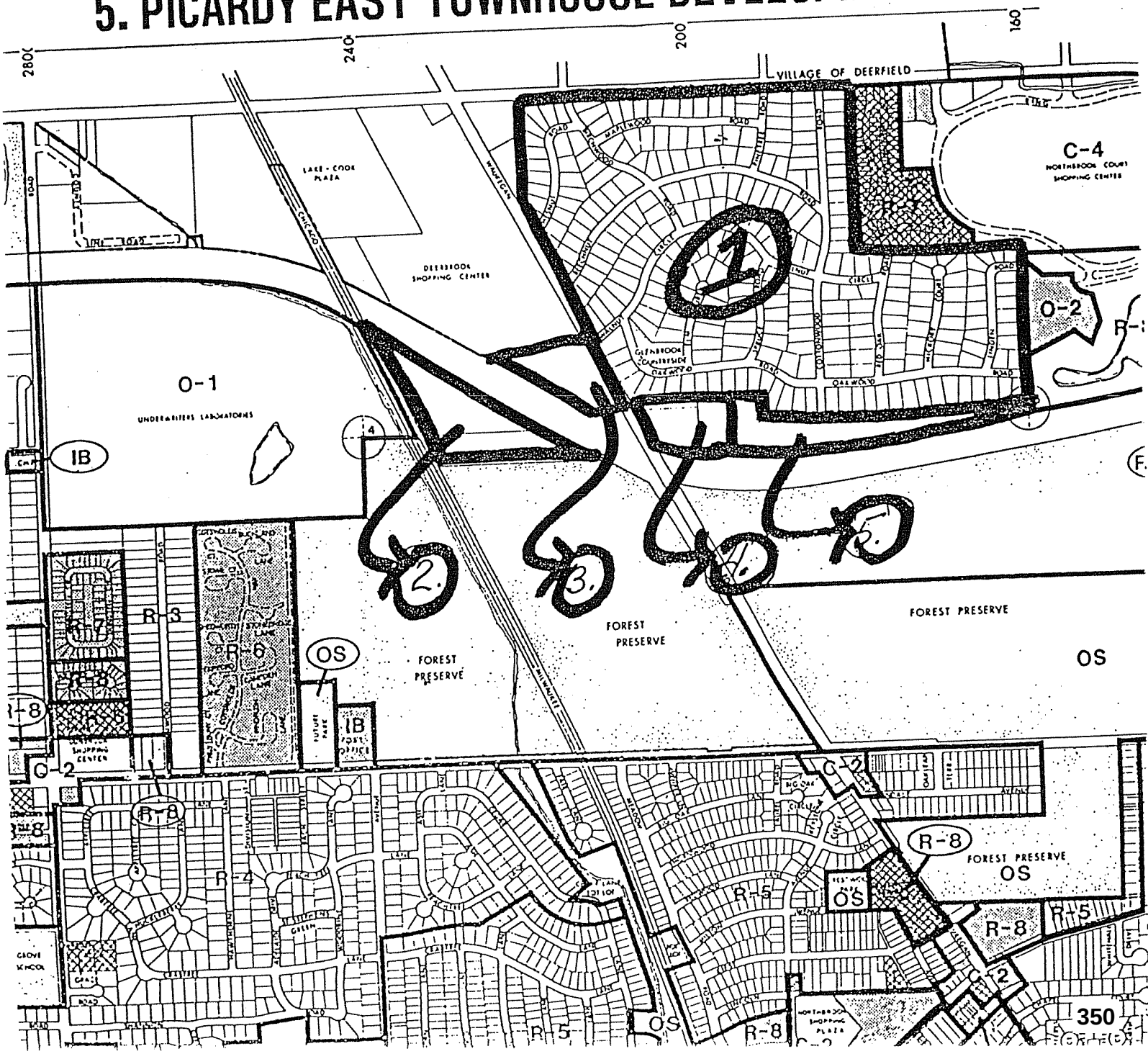

EXHIBIT A

(Page 2 of 3)

La Salle and Surrounding Parcels

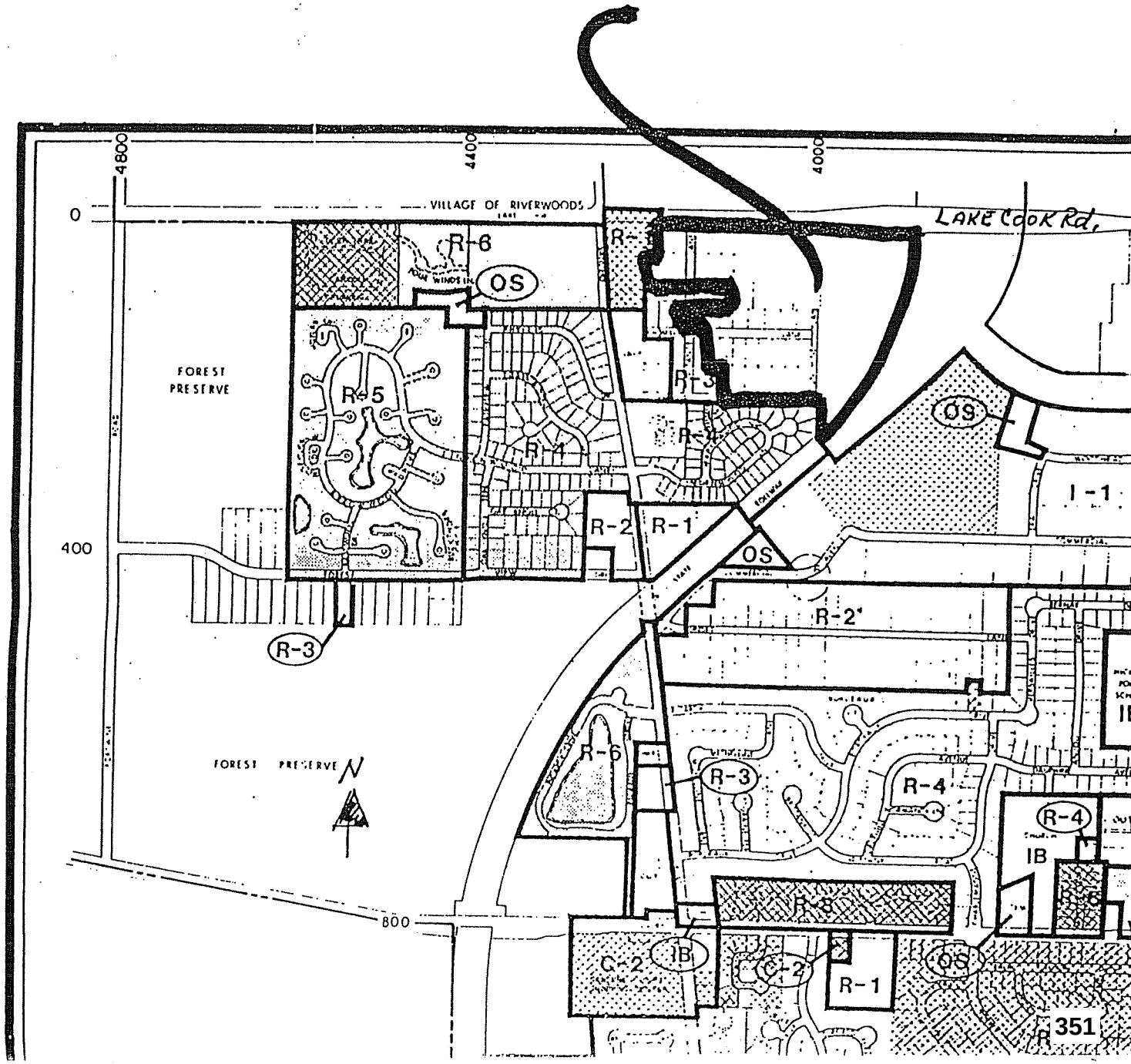

EXHIBIT A (Page 3 of 3)

ELROD

EXHIBIT B

AGREEMENT

This Agreement made and entered into this 28th day of ~~May~~ January 1987 by and between RED ROOF INNS, INC., an Ohio corporation, hereinafter referred to herein as "RED ROOF", and THE VILLAGE OF NORTHBROOK, an Illinois municipal corporation, hereinafter referred to herein as the "VILLAGE".

W I T N E S S E T H:

WHEREAS, RED ROOF is the legal title holder in and to a certain parcel of property comprising approximately seven (7) acres, located on the west side of Waukegan Road north of the Illinois Tollway Spur and legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein ("the Property"); and

WHEREAS, RED ROOF, as contract purchaser of the Property, in conjunction with its predecessors in interest have petitioned the County of Cook pursuant to Zoning Board of Appeals Docket No. Z.A. A-85-16 to rezone the Property from its present zoning classification of C-2 Restricted Office District to C-4 General Commercial District in order to allow for the construction of a motel and offices and restaurant thereon; and

WHEREAS, the Property is within a mile and one-half of the existing corporate limits of the VILLAGE; and

WHEREAS, the VILLAGE, pursuant to its Resolution 86-R-1 has officially objected to and protested the rezoning of the Property pursuant to the authority set forth in Ill.Rev.Stat. Chap. 34 §3158 and §13.15 of the Cook County Zoning Ordinance (1976) as amended; and

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ASH ANDS
EEDMAN & LOGAN
N WASHINGTON ST.
CHICAGO, 60602
346-1390

EXHIBIT NO. B

WHEREAS, RED ROOF has appeared before the Board of Trustees of the VILLAGE in order to induce the VILLAGE to withdraw its aforesaid objection and protest; and

WHEREAS, the VILLAGE has agreed to do so conditioned upon the execution and recordation of the within instrument.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree as follows:

1. (A) That notwithstanding any contrary provisions of the applicable zoning ordinances of the County of Cook, RED ROOF hereby agrees that the Property shall be developed for a motel, offices and restaurant in accordance with the presentation made to the Cook County Zoning Board of Appeals pursuant to the aforesaid docket.

(B) That it is further understood and agreed that the development of the Property shall be restricted so that in addition to a free standing motel, only the following may be developed thereon: (i) a free standing office building and (ii) a full service sit-down restaurant open to the general public, excluding the sale of liquor therein.

2. That it is furthermore understood and agreed in connection with the foregoing, that the following uses shall not be permitted and are hereby expressly prohibited on the Property:

(A) Medical and dental offices and clinics, including licensed health practitioners, psychologists, social workers and similar health related office uses;

(B) Commercial or retail business uses of any kind including those referenced in Section 5.43(1) of the Cook County Zoning Ordinance (except for the aforementioned restaurant);

LAW OFFICES
ASH, ANDS
EEDMAN & LOGAN
W WASHINGTON ST.
CHICAGO, 60602
346-1300

(C) Service uses of any kind, including those referenced in Section 5.43(2) of the Cook County Zoning Ordinance;

(D) Recreational and social facilities of any kind, including those referenced in Section 5.43(5) of the Cook County Zoning Ordinance;

(E) Night clubs, taverns, bars, and cocktail lounges;

(F) Any establishments with live entertainment and dancing;

(G) Any establishments serving alcoholic beverages;

(H) Package liquor sales;

(I) Advertising signs or billboards of any kind, other than usual and ordinary signs utilized ancillary and in conjunction with the operation of the aforesaid motel, restaurant, and/or offices in conformance with VILLAGE sign regulations;

(J) Any use listed as a "special use" in Section 5.44 of the Cook County Zoning Ordinance;

(K) Any use listed as "Prohibited use" in Section 5.47 of the Cook County Zoning Ordinance.

3. That the free standing motel on the Property shall be developed and constructed in conformance with the site plan presented to the Cook County Zoning Board of Appeals pursuant to the official docket; a copy of which site plan is attached hereto and specifically incorporated by reference herein as Exhibit "B".

4. RED ROOF shall submit to the Board of Trustees of the VILLAGE, and said Board of Trustees shall have the right and the opportunity to review, all plans and documentation regarding the construction of any improvement or development on the Property prior to the issuance of a building or construction permit for the same. Said review

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shall be for the sole purpose of determining and insuring that the improvement or development to be constructed on the Property will be in complete compliance with the provisions of this Agreement.

5. That it is further understood and agreed that, notwithstanding any contrary provision of the Cook County Zoning Ordinance or any other zoning ordinance of any governmental authority that may now or at any time hereafter have jurisdiction over the Property, any building other than the free standing motel constructed on the Property, or any subdivided part thereof, shall conform to the following minimum standards (all references to lot size refer to each individual subdivided lot on the Property):

(A) A minimum lot area of 2,500 square feet for each building or structure;

(B) A minimum lot depth of 125 feet;

(C) A minimum front yard requirement of 25 feet (measured from front lot line) with the front yard being fully landscaped and with parking being prohibited therein;

(D) A minimum side yard of 5 feet;

(E) A minimum rear yard of 25 feet;

(F) A minimum building set-back of 25 feet in the front, 5 feet on the side, and 25 feet in the rear;

(G) The height of any building constructed on the Property, except for the free standing motel which shall be constructed in accordance with Exhibit "B", shall not exceed the higher of: three (3) stories or 35 feet as building height is determined by the VILLAGE Zoning Ordinance in effect on the date of this Agreement.

(H) The floor area ratio on the total site shall not exceed 1.2;

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[illegible]EDMAN & LOGAN
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346-1390

6. That parking with respect to any office and/or restaurant facilities constructed on the Property shall conform to the following requirements:

(A) Offices: One (1) space per 250 square feet of floor area. Floor area shall be deemed to be the net floor area excluding: public washrooms; stairwells; elevator shafts at each floor; floor area and shafts used for mechanical, telephone, and electrical equipment; basement floors when used only for storage; and attic floor areas having a clear ceiling height of less of 7 feet;

(B) Restaurant: One (1) space per two (2) employees plus either one (1) space per 100 square feet of floor area devoted to restaurant use or spaces equal in number to 30% of the capacity in persons, whichever is greater.

(C) The size of said parking spaces shall not be less than 9 feet by 18 feet.

7. That any offices and restaurant constructed on the Property shall provide for the following loading facilities:

(A) Offices:

10,000 to 150,000 square feet: one space;

over 150,000 square feet: two spaces

(B) Restaurant:

10,000 to 40,000 square feet: one space;

over 40,000 square feet: two spaces.

(C) Size:

The size of any such loading facility shall not be less than 12 feet by 50 feet.

8. The provisions contained in Paragraphs 1, 2, 3, 5, 6 and 7 of this Agreement shall be incorporated into a

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special use permit or any other special zoning relief ordinance adopted by the County of Cook.

9. That it is further understood that any and all subdivision or resubdivision plats with respect to the Property or any portion thereof shall comply with all of the provisions and requirements of the Northbrook Subdivision Ordinance, except to the extent that same are expressly in conflict with any of the provisions of the within Agreement.

10. Upon the direction of the Board of Trustees as expressed in a duly adopted resolution, RED ROOF further agrees to petition for annexation of the Property to the VILLAGE.

11. RED ROOF hereby warrants and represents that all of the outdoor advertising billboards presently located on the Property will be removed at its sole cost and expense upon the expiration of all existing leases therefor, but in no event later than June 30, 1987. RED ROOF further warrants and represents that no additional outdoor advertising billboards or signs, other than any signage as shown in the attached plan, shall be installed or maintained on the Property. It is expressly warranted and represented by RED ROOF, in addition to the following provisions, that in no event shall RED ROOF maintain any exterior signage on the Property containing its logo "Sleep Cheap".

12. That this Agreement is subject to the approval of the Board of Trustees of the VILLAGE and shall become effective upon execution by the parties as indicated herein, and shall not be modified nor amended without the express written consent of both of the parties hereto.

13. This Agreement shall constitute a covenant running with the land and shall inure to the benefit of the VILLAGE and RED ROOF and their respective grantees, successors, assigns and mortgagees of the parties hereto, and shall be duly recorded by same.

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14. The privileges, obligations and provisions of each and every Paragraph of this Agreement are for and shall inure to the benefit of and are and shall be binding on RED ROOF and its successors, assigns, heirs and transferees to all, or any part, of the Property.

15. This Agreement shall remain in full force and effect and shall be binding on the Property regardless of whether the Property remains in unincorporated Cook County or is annexed to any incorporated municipality that is now or that shall, at some later date, become contiguous to the Property.

16. Any current or future owner of all or any part of the Property, by acceptance of a deed therefor or conveyance thereof, whether or not it shall so be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms, conditions, and obligations contained in this Agreement.

17. This Agreement may be enforced by RED ROOF and by the VILLAGE. Enforcement of this Agreement may be sought by any proceeding at law or equity against any person or persons violating or attempting to violate any provision of this agreement, either to restrain violation, to compel affirmative action or to recover damages. All expenses incurred by any parties so enforcing this Agreement, including court costs and attorneys fees, shall be borne by the party against whom the enforcement proceedings are maintained.

18. No change, modification or recision of any provision of this Agreement shall be effective without the prior approval of the VILLAGE evidenced by formal resolution duly adopted by the President and Board of Trustees, which approval may be withheld with or without cause.

19. The covenants, restrictions, and conditions of this Agreement shall run with and bind the Property for a

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term of One Hundred years (100) from the date of this Agreement is recorded, after which time this Agreement shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Agreement shall be recorded and provide for some other duration. If any of the privileges, covenants, or rights created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Ronald W. Reagan, President of the United States.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals upon the date first written.

RED ROOF INNS, INC., an Ohio corporation,

BY: _____

ATTEST: R. L. Bilyeu V.P.

STATE OF Ohio)
) SS
COUNTY OF Franklin)

I, a Notary Public, in and for the County and State aforesaid, do hereby certify that Wm. J. Dixon, President and R. L. Bilyeu, V.P. ~~Secretary~~ of RED ROOF INNS, INC., an Ohio corporation, appeared before me this day in person and acknowledged that they signed and delivered the within instrument as their free and voluntary act and as the free and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

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ASH, ANDS
EEDMAN & LOGAN
W. WASHINGTON ST.
CHICAGO, 60602
346-1390

THIS DOCUMENT PREPARED BY:

Steven M. Elrod
HOLLAND & KNIGHT LLP
55 West Monroe Street
Suite 800
Chicago, IL 60603

AFTER RECORDING RETURN TO:

Cook County
Recorder's Box 337

IN LAKE COUNTY, MAIL TO:

Steven M. Elrod
HOLLAND & KNIGHT LLP
55 West Monroe Street
Suite 800
Chicago, IL 60603

This Space for Recorder's Use Only

COPY

4941495

LAKE COUNTY, IL RECORDER
06/11/2002

FIRST AMENDMENT
LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS FIRST AMENDMENT ("***Amendment***") is made and entered into as of the 12th day of February, 2002, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("***Northbrook***"), and the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("***Deerfield***").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged and agreed to by Northbrook and Deerfield, the parties agree as follows:

Section 1. RECITALS.

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield previously entered into that certain Lake-Cook Road Corridor Agreement on July 25, 1995 ("***Corridor Agreement***") to, among other things: (i) establish certain municipal jurisdiction boundaries, (ii) provide for responsible and compatible land use planning and administration, (iii) provide comprehensive solutions to issues concerning annexation, zoning, and land use management standards, (iv) limit and mitigate potential adverse impacts of the development or redevelopment of certain parcels, and (v) establish a foundation for ongoing communication, cooperation, and consultation within the area generally known as the Lake-Cook Corridor (collectively, "***Planning Objectives***").

C. Subsection 3.F of the Corridor Agreement currently provides that Deerfield will not object to the annexation by Northbrook of all or any portion of the LaSalle and Surrounding Parcels.

D. Northbrook has received a petition for the annexation and related zoning and subdivision approvals for a portion of the LaSalle and Surrounding Parcels, the entirety of those parcels as depicted on ***Exhibit A*** attached to and, by this reference, made a part of this Amendment, and its subsequent improvement as a multiple family residential and commercial development ("***Proposed Development***").

E. The Proposed Development will include uses that are inconsistent with the principal and accessory uses authorized in Paragraph 3.F.2 of the Corridor Agreement, and the bulk calculations set forth in Subsection 3.F.2.c of the Corridor Agreement ("***LaSalle Use and Bulk Regulations***").

F. The LaSalle Use and Bulk Regulations are parallel to the principal and accessory use and bulk regulations for the Baxter South Parcel, as depicted on ***Exhibit B*** attached to and, by this reference, made a part of this Amendment, and the parties agree that any changes to the LaSalle Use and Bulk Regulations shall result in parallel and consistent changes to the Corridor Agreement provisions governing the Baxter South Parcel ("***Baxter South Use and Bulk Regulations***")

G. Northbrook and Deerfield desire to amend the LaSalle Use and Bulk Regulations and the Baxter South Use and Bulk Regulations contained in the Corridor Agreement, finding that the amendments, as provided for in this Amendment, are consistent with the Planning Objectives established in the Corridor Agreement and will facilitate the orderly development of the Lake-Cook Corridor.

H. Northbrook and Deerfield have the power and authority to enter into this Amendment pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9.

I. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the best interests of the public health, safety, and welfare of Northbrook in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Amendment.

J. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the public welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Amendment.

Section 2. AMENDMENTS TO CORRIDOR AGREEMENT.

A. LaSalle and Surrounding Parcels.

1. Revised Principal Uses. Subparagraph 3.F.2.a of the Corridor Agreement shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, **bold and double underlined text added**):

a. Principal Uses: Residential, institutional (including nursing homes and senior citizens housing), ~~and~~ low density office, research, ~~and~~ warehouse**, hotel (including extended stay hotels, but not including motels), and restaurants (including accessory outdoor seating, but not fast food or drive through restaurants).**

2. Revised Bulk Regulations. Subparagraph 3.F.2.c shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, **bold and double underlined text added**):

c. Bulk Regulations:

(1) Maximum height (including all roof appurtenances): ~~three~~ **four** stories or ~~45~~ **55** feet, whichever is less;

(2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): ~~.30~~ **.50**; ~~and~~

(3) Maximum impervious surface coverage: 50 percent; **and**

(4) No off-street parking or buildings shall be located within 40 feet of the Sanders Road **right-of-way or within 20 feet** of **the** Lake-Cook Road rights-of-way.

B. Baxter South Parcels.

1. Revised Principal Uses. Subparagraph 3.H.2.a of the Corridor Agreement shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, **bold and double underlined text added**):

a. Principal Uses: Residential, institutional (including nursing homes and senior citizens housing), ~~and~~ low density office, research, ~~and~~ warehouse**, hotel (including extended stay hotels, but not including motels), and restaurants (including accessory outdoor seating, but not fast food or drive through restaurants).**

2. Revised Bulk Regulations. Subparagraph 3.H.2.c shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, **bold and double underlined text added**):

c. Bulk Regulations:

(1) Maximum height (including all roof appurtenances): ~~three~~ **four** stories or ~~45~~ **55** feet, whichever is less;

(2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): ~~.30~~ **.50**; ~~and~~

(3) Maximum impervious surface coverage: 50 percent; **and**

(4) No off-street parking or buildings shall be located within 40 feet of the Saunders Road **right-of-way or within 20 feet** of **the** Lake-Cook Road rights-of-way.

Section 3. EFFECTIVE DATE OF AMENDMENT.

In the event that the annexation of the portion of the LaSalle and Surrounding Parcels to Northbrook has not become effective before 12:00 noon on April 30, 2003, either party to this Amendment shall have the right, upon 30 days written notice to the other party, to terminate this Amendment by delivering to the other party to this Amendment a notice of termination and recording such notice in the offices of the Cook County and Lake County recorders of deeds.

Section 4. EFFECT.

All terms, conditions, and provisions of the Corridor Agreement not expressly amended or modified by this Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Amendment conflict with the Corridor Agreement, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

[Signature pages follow]

ATTEST:

Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village President

ATTEST:

Village Clerk

VILLAGE OF DEERFIELD

By: _____
Village President

ACKNOWLEDGEMENTS

VILLAGE OF NORTHBROOK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on April 8, 2002, by Mark W. Damisch the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 8th day of April, 2002.

Carol J. Starai
Signature of Notary

SEAL

"OFFICIAL SEAL"
CAROL J. STARAI
Notary Public, State of Illinois
My Commission Expires 10/28/04

My Commission expires:

VILLAGE OF DEERFIELD

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on March 7, 2002, 2002, by Steven M. Harris the Village President of the **VILLAGE OF DEERFIELD**, an Illinois municipal corporation, and by Robert D. Franz, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 7th day of March, 2002.

Sharon K. Cromie
Signature of Notary

SEAL

"OFFICIAL SEAL"
Sharon K. Cromie
Notary Public, State of Illinois
My Commission Expires Feb. 23, 2003

My Commission expires: February 23, 2003

CHI1 #152842 v3

EXHIBIT A

Depiction of LaSalle and Surrounding Parcels

LaSalle and Surrounding Parcels

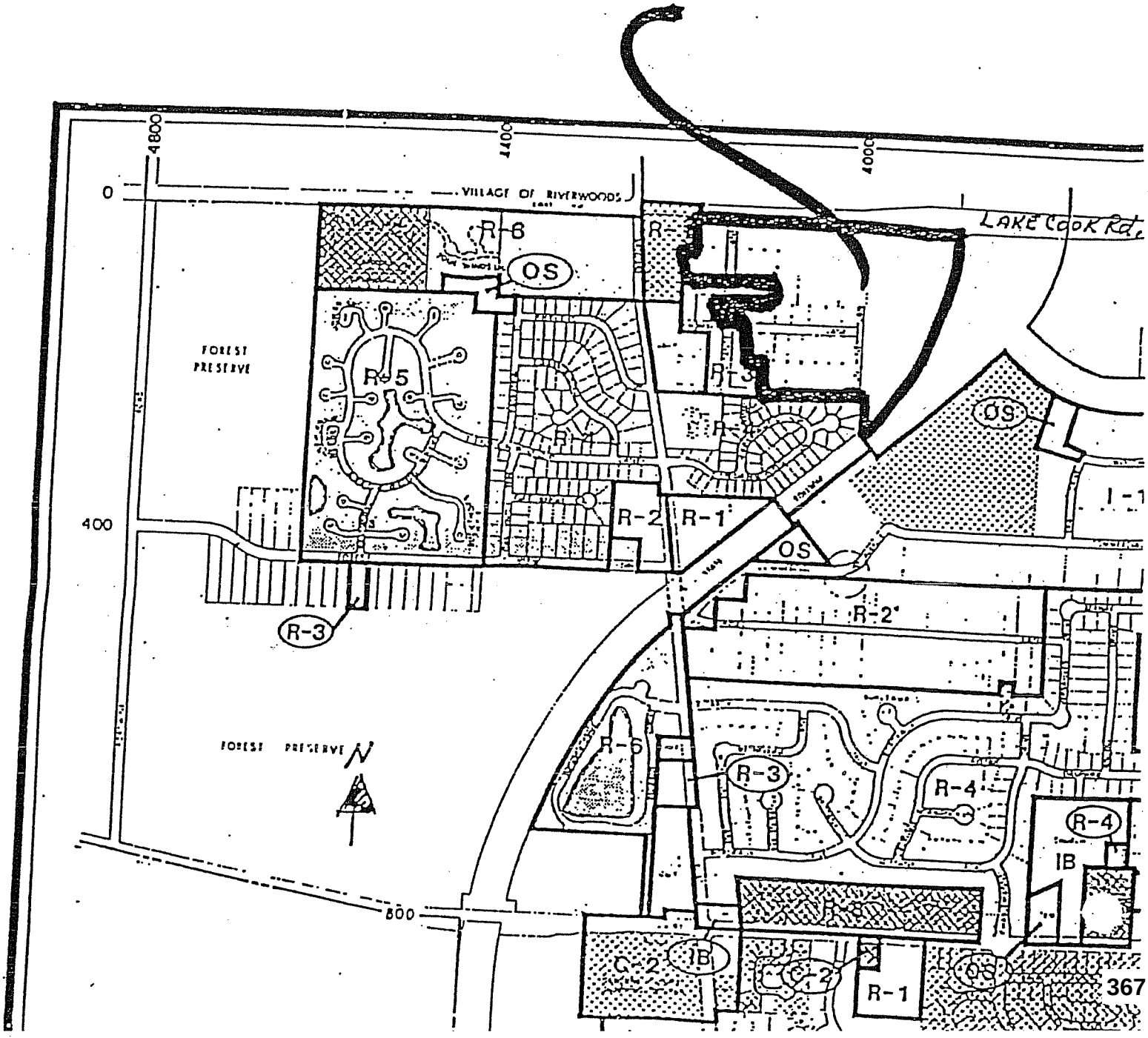
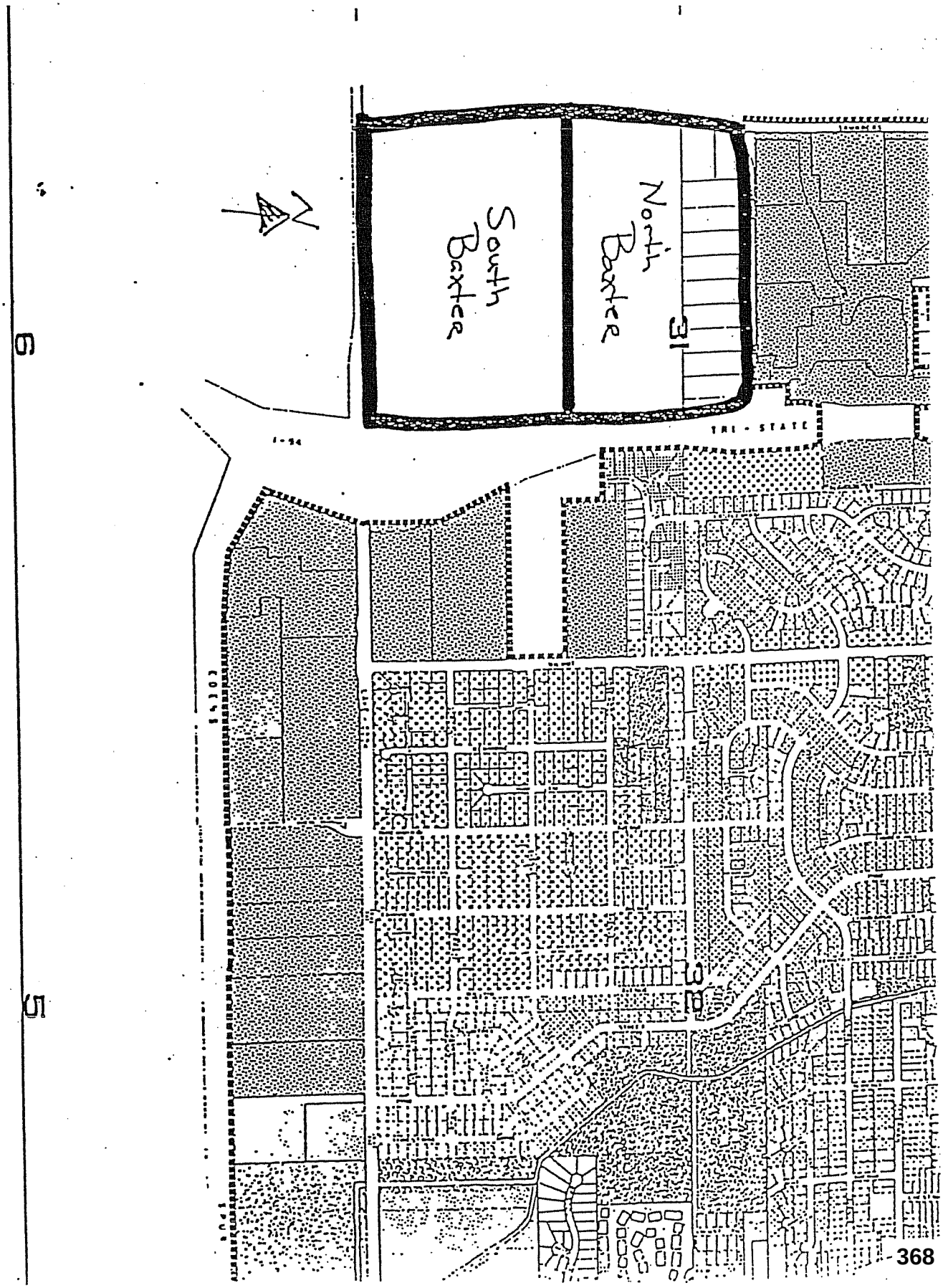


EXHIBIT B

Depiction of Baxter South Parcel



STATE OF ILLINOIS)
)
COUNTIES OF LAKE AND COOK) SS
)
VILLAGE OF DEERFIELD)

COPY

COPY

5924285

LAKE COUNTY, IL RECORDER
01/04/2006

The undersigned hereby certifies that she is the duly appointed Deputy Village Clerk of the Village of Deerfield, Lake and Cook Counties, Illinois, and that the attached is a true and accurate copy of

Resolution R-05-1 Approving a Second Amendment to the Lake-Cook Road Corridor Agreement

as appears in the records and files of the office of the Village Clerk.

Dated this December 29, 2005.

Jennifer L. Davis
JENNIFER L. DAVIS
Deputy Village Clerk

SEAL

Submitted by: Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015

VILLAGE OF DEERFIELD
LAKE AND COOK COUNTIES, ILLINOIS

RESOLUTION NO. R-05-1

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE LAKE-COOK ROAD CORRIDOR AGREEMENT

WHEREAS, the Village of Northbrook and the Village of Deerfield have previously entered into that certain Lake-Cook Road Corridor Agreement on July 25, 1995, as amended by a certain First Amendment to Lake-Cook Road Corridor Agreement, to address land use, zoning and annexation issues within the area generally known as the Lake-Cook Corridor; and,

WHEREAS, Northbrook and Deerfield desire to amend the Baxter South Use and Bulk Regulations and the LaSalle Use and Bulk Regulations contained in the Lake-Cook Road Corridor Agreement, as amended, as provided for in a certain Second Amendment to Lake-Cook Road Corridor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, Northbrook and Deerfield have the power and authority to enter into this Second Amendment pursuant to their respective home rule powers, the provisions of Article VII, Section 10, of the Illinois Constitution of 1970, the Local Land Resource Management Planning Act, the Illinois Intergovernmental Cooperation Act and Section 11-12-9 of the Illinois Municipal Code;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: That the Second Amendment to Lake-Cook Road Corridor Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, be and the same is hereby approved.

SECTION 2: That the Village President and the Village Clerk of the Village of Deerfield be and they are hereby authorized and directed to respectively execute and attest said Second Amendment to Lake-Cook Road Corridor Agreement for and on behalf of the Village of Deerfield.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 18th day of January, 2005.

AYES: Benton, Kayne, Rosenthal, Seiden, Swanson (5)

NAYS: None (0)

ABSENT: Wylie (1)

ABSTAIN: None (0)

APPROVED this 19th day of January, 2005.

Village President

ATTEST:

Village Clerk

This instrument prepared by and, after recording, should be returned to:

BOX 337

(Recorder's Stamp)

SECOND AMENDMENT
LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS SECOND AMENDMENT ("*Amendment*") is made and entered into as of the 18TH day of January, 2005, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("*Northbrook*"), and the **VILLAGE OF DEERFIELD**, an Illinois home rule corporation ("*Deerfield*").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged and agreed to by Northbrook and Deerfield, the parties agree as follows:

Section 1. RECITALS

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield previously entered into that certain Lake-Cook Road Corridor Agreement on July 25, 1995 (the "*Original Corridor Agreement*") to, among other things: (i) establish certain municipal jurisdiction boundaries, (ii) provide for responsible and compatible land use planning and administration, (iii) provide comprehensive solutions to issues concerning annexation, zoning and land use management standards, (iv) limit and mitigate potential adverse impacts of the development or redevelopment of certain parcels, and (v) establish a foundation for ongoing communication, cooperation and consultation within the area generally known as the Lake-Cook Corridor (collectively, the "*Planning Objectives*").

C. Northbrook and Deerfield previously entered into that certain First Amendment to Lake-Cook Road Corridor Agreement (the "*First Amendment*"; the Original Corridor Agreement as amended by the First Amendment is hereinafter referred to as the "*Corridor Agreement*"), whereby, in order to facilitate the annexation and related zoning and subdivision approvals by Northbrook for a portion of the LaSalle and Surrounding Parcels, the entirety of those parcels as depicted on *Exhibit A* attached to and, by this reference, made a part of this Amendment, Northbrook and Deerfield agreed to

amend certain use and bulk regulations set forth in the Original Corridor Agreement with respect to the LaSalle and Surrounding Parcels, and further agreed to the parallel and consistent amendment of the use and bulk regulations of the Baxter South Parcel, as depicted on ***Exhibit B*** attached to and, by this reference, made a part of this Amendment.

D. Subsection 3.H of the Corridor Agreement currently provides that Northbrook will not object to the annexation by Deerfield of all or any portion of the Baxter South Parcel.

E. Deerfield has received a petition for the annexation and related zoning and subdivision approvals for the Baxter South Parcel, and its subsequent improvement as a general office and light industrial assembly development (the "***Proposed Development***").

F. The Proposed Development will include uses that are in addition to the principal and accessory uses authorized in Paragraph 3.H.2 of the Corridor Agreement, and the bulk calculations set forth in Subsection 3.H.2.c of the Corridor Agreement ("***Baxter South Use and Bulk Regulations***").

G. Northbrook has requested that the principal and accessory use regulations for the LaSalle and Surrounding Parcels ("***LaSalle Use Regulations***") be amended to permit operation of retail goods establishments.

H. Northbrook and Deerfield desire to amend the Baxter South Use and Bulk Regulations and the LaSalle Use and Bulk Regulations contained in the Corridor Agreement, finding that the amendments, as provided for in this Amendment, are consistent with the Planning Objectives established in the Corridor Agreement and will facilitate the orderly development of the Lake-Cook Corridor.

I. Northbrook and Deerfield have the power and authority to enter into this Amendment pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9.

J. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the public health, safety, and welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Amendment.

K. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the best interests of the public welfare of Northbrook in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Amendment.

Section 2. AMENDMENTS TO CORRIDOR AGREEMENT.

A. Baxter South Parcel

1. **Revised Principal Uses.** Subparagraph 3.H.2.a of the Corridor Agreement shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, bold and double underlined text added):

a. Principal Uses: Residential, institutional (including day care centers, nursing homes and senior citizens housing), low density office, research, product packaging or other light industrial assembly uses (provided that such light industrial assembly activity occurs entirely

within enclosed buildings without outside storage and involves the assembly, processing, fabrication or packaging of finished products or previously prepared materials using processes that do not create noise, smoke, fumes or odors outside of the facilities materially in excess of those associated with other uses permitted in this subparagraph 3.H.2.a), hotel (including extended stay hotels, but not including motels), and restaurants (including accessory outdoor seating, but not fast food or drive through restaurants).

2. **Revised Bulk Regulations**. Subparagraph 3.H.2.c shall be, and is hereby, amended in its entirety and shall read as follows (~~stricken text deleted~~, bold and double underlined text added):

c. Bulk Regulations:

1) Maximum height (measured from the mean elevation at finished grade along the front of a structure to the roof deck and ~~in~~excluding ~~all~~certain building appurtenances and accessory structures to the extent permitted by Section 2.01-D(1) of the Deerfield Zoning Ordinance) ~~roof appurtenances~~): 55 feet, provided that one additional foot of building height shall be permitted for every three feet of building setback beyond a 100 foot building setback, to a maximum height of ~~four stories or 55~~90 feet~~, whichever is less~~;

2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code~~; provided, however, that "gross floor area" shall include structured parking facilities~~): .50;

3) Maximum impervious surface coverage: 50 percent;

4) Land areas that were contributed to the Illinois State Toll Highway Authority for the Lake-Cook Road tollway interchange and to other units of government for additional rights-of-way for Lake-Cook or Saunders Roads shall be credited in the calculation of Floor Area Ratio and impervious surface coverage; and

45) No off-street parking or buildings shall be located within 40 feet of the Saunders Road right-of-way or within 20 feet of the Lake-Cook Road rights-of-way.

B. LaSalle and Surrounding Parcels

1. **Revised Principal Uses**. Subparagraph 3.F.2.a of the Corridor Agreement shall be, and is hereby, amended in its entirety and shall read as follows(~~stricken text deleted~~, bold and double underlined text added):

a. Principal Uses: Residential, institutional (including nursing homes and senior citizens housing), low density office, research, warehouse, hotel (including extended stay hotels, but not including motels), [retail use], and restaurants (including accessory outdoor seating, but not fast food or drive through restaurants).

Section 3. EFFECT.

All terms, conditions and provisions of the Corridor Agreement not expressly amended or modified by this Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Amendment conflict with the Corridor Agreement, the terms and provisions of this Amendment shall control.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

This Release is made as of the date first written above.

ATTEST:

Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village President

ATTEST:

Village Clerk

VILLAGE OF DEERFIELD

By: _____
Village President

1239085.3

ACKNOWLEDGEMENTS

VILLAGE OF NORTHBROOK

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

This instrument was acknowledged before me on March 8, 2005, by Mark W. Damm the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Lona N. Lowe the Village Clerk of said municipal corporation.

Given under my hand and official seal this 8th day of March, 200__.

Cecilia A. Moran
Signature of Notary

SEAL

"OFFICIAL SEAL"
CECILIA A. MORAN
Notary Public, State of Illinois
My Commission Expires 3/20/2007

My Commission Expires:

VILLAGE OF DEERFIELD

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

This instrument was acknowledged before me on JANUARY 19, 2005, by STEVEN M. HARRIS the Village President of the **VILLAGE OF DEERFIELD**, an Illinois municipal corporation, and by ROBERT D. FRANZ, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 19th day of JANUARY, 2005.

Jennifer L. Davis
Signature of Notary

SEAL

My Commission Expires:

OFFICIAL SEAL
JENNIFER L. DAVIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-30-2008

1239085.3

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF FRACTIONAL SECTION 31, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY WITH THE NORTHERLY RIGHT OF WAY LINE OF LAKE COOK ROAD; THENCE NORTH 15 DEGREES 50 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 962.38 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 110.96 FEET; THENCE NORTH 64 DEGREES 08 MINUTES 06 SECONDS WEST, A DISTANCE OF 298.74 FEET; THENCE NORTH 80 DEGREES 28 MINUTES 32 SECONDS WEST, A DISTANCE OF 320.96 FEET; THENCE NORTH 69 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 178.11 FEET; THENCE NORTH 83 DEGREES 37 MINUTES 21 SECONDS WEST, A DISTANCE OF 275.48 FEET; THENCE NORTH 69 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 217.07 FEET; THENCE NORTH 22 DEGREES 24 MINUTES 11 SECONDS WEST, A DISTANCE OF 209.24 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 48 SECONDS WEST, A DISTANCE OF 738.37 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST, A DISTANCE OF 151.19 FEET; THENCE SOUTH 62 DEGREES 24 MINUTES 31 SECONDS WEST, A DISTANCE OF 129.34 FEET; THENCE SOUTH 69 DEGREES 01 MINUTES 01 SECONDS WEST, A DISTANCE OF 200.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAUNDERS ROAD (STATE AID ROUTE 41); THENCE SOUTHERLY ALONG A CURVED LINE, BEING THE EASTERLY RIGHT OF WAY OF SAID SAUNDERS ROAD (STATE AID ROUTE 41), CONCAVED EASTERLY, HAVING A RADIUS OF 7589.50 FEET, AN ARC DISTANCE OF 733.43 (CHORD BEARS SOUTH 02 DEGREES 59 MINUTES 32 SECONDS EAST, A DISTANCE OF 733.15 FEET); THENCE SOUTH 05 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY OF SAID SAUNDERS ROAD (STATE AID ROUTE 41), A DISTANCE OF 627.89 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 36 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY OF SAID SAUNDERS ROAD (STATE AID ROUTE 41), A DISTANCE OF 150.32 FEET; THENCE SOUTH 51 DEGREES 02 MINUTES 05 SECONDS EAST, ALONG THE EASTERLY RIGHT OF WAY OF SAID SAUNDERS ROAD (STATE AID ROUTE 41), A DISTANCE OF 45.18 FEET (RECORD) TO THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD; THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 180.00 FEET (RECORD); THENCE SOUTH 86 DEGREES 45 MINUTES 58 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 175.29 FEET (RECORD); THENCE NORTH 89 DEGREES 59 MINUTES 04 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 275.00 FEET (RECORD); THENCE SOUTH 88 DEGREES 44 MINUTES 34 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 630.16 FEET (RECORD); THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 348.27 FEET (RECORD); THENCE NORTH 84 DEGREES 24 MINUTES 19 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY OF SAID LAKE COOK ROAD, A DISTANCE OF 427.32 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PIN Numbers: 16-31-300-050 and 16-21-300-028

Common Address: Northeast corner of Lake Cook Road and Saunders Road

EXHIBIT A

Depiction of LaSalle and Surrounding Parcels

LaSalle and Surrounding Parcels

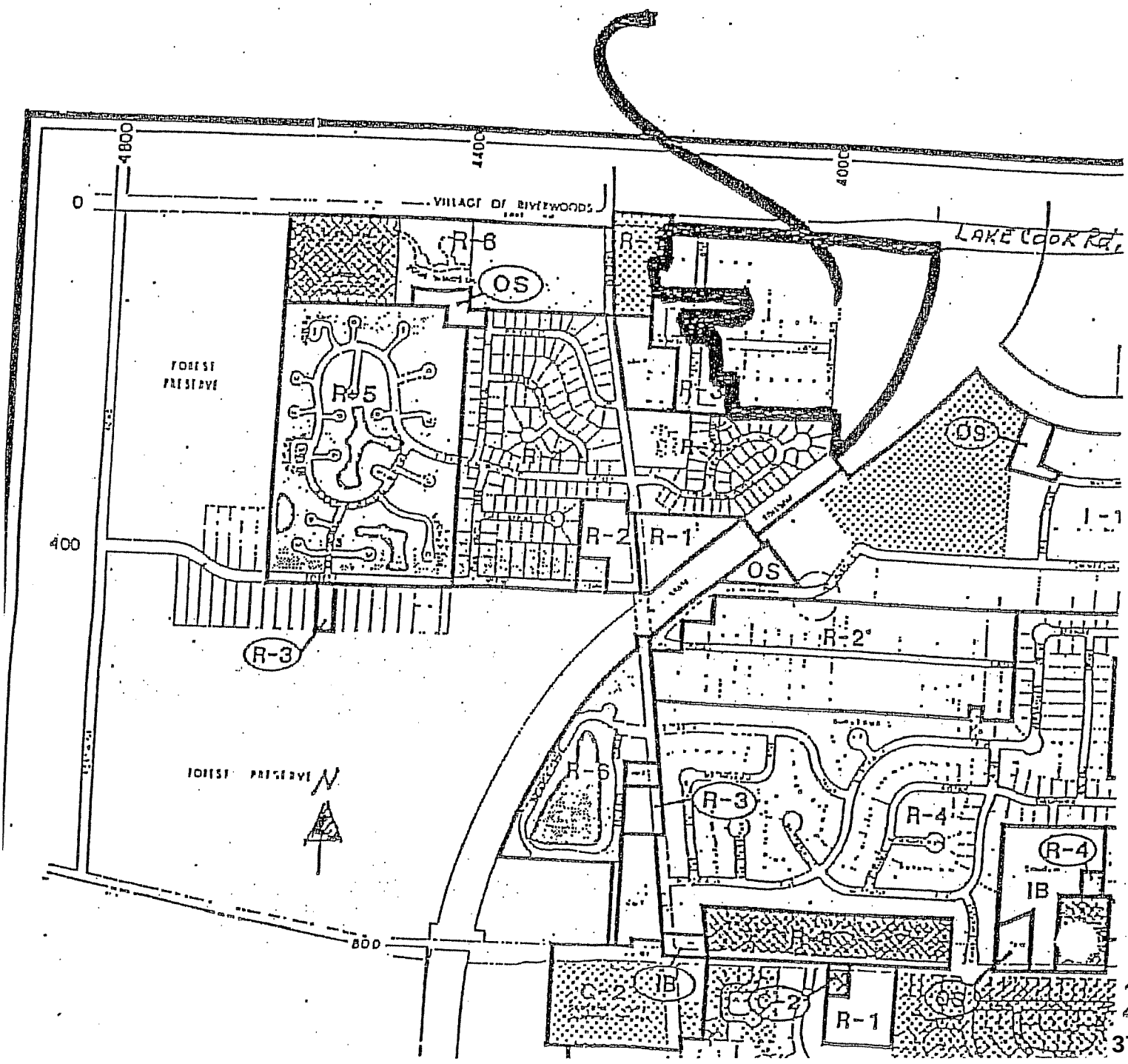
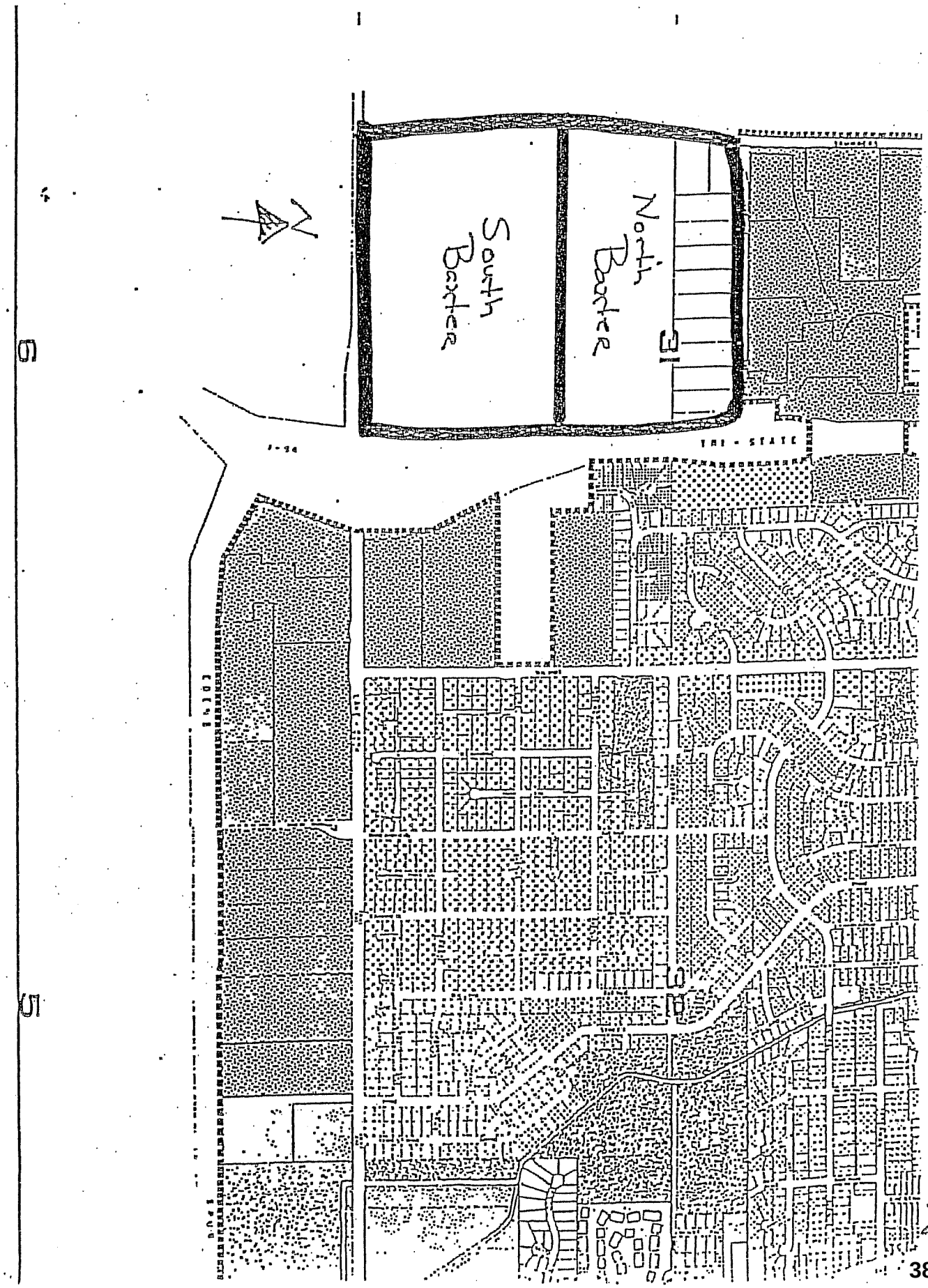


EXHIBIT B

Depiction of Baxter South Parcel



RESOLUTION NO. 04-R-130

(Authorizing the Approval and Execution of the
Second Amendment – Lake-Cook Corridor Agreement)

Pursuant to Resolution No. 95-R-112, the Village of Northbrook ("***Northbrook***") entered into the Lake-Cook Road Corridor Agreement ("***Corridor Agreement***") with the Village of Deerfield ("***Deerfield***") to govern the land use and development of properties along the common boundaries of the two villages. The Corridor Agreement was subsequently amended pursuant to Resolution No. 02-R-14.

Deerfield has received a petition for the annexation and related zoning and master plan approvals for the development ("***Proposed Development***") of a portion of property located at the northwest intersection of Lake-Cook Road and I-294 (Tri-State Tollway), commonly known as the Baxter South Parcel ("***Baxter South Parcel***"), as an office park campus for Takeda Pharmaceuticals North America ("***Takeda***"). The Proposed Development will include uses that are inconsistent with the principal and accessory uses authorized, and the bulk limitations set forth, in the Corridor Agreement ("***Baxter South Parcel Use and Bulk Regulations***"). Deerfield desires to amend the Baxter South Parcel Use and Bulk Regulations to facilitate the Proposed Development.

The Corridor Agreement contains parallel use and bulk regulations governing a property located at the southwest intersection of Lake-Cook Road and I-294 (Tri-State Tollway), commonly known as the LaSalle and Surrounding Parcels ("***LaSalle Parcels***"). Northbrook and Deerfield acknowledge and agree that the bulk regulations applicable to the LaSalle Parcels should be amended to include retail uses as allowed principal uses.

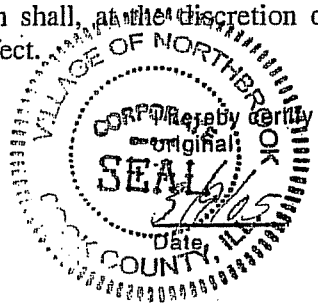
Northbrook and Deerfield have reviewed, considered, and agreed to adopt jointly a Second Amendment to the Corridor Agreement that will make the above referenced amendments.

Northbrook has the power and authority to, and does hereby, approve and enter into such an agreement pursuant to a variety of powers, including its home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act; and the Intergovernmental Cooperation Act, as amended.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

Section 1. The amendment to the Lake-Cook Road Corridor Agreement entitled "Second Amendment Lake-Cook Road Corridor Agreement," ("***Second Amendment***") is hereby approved in substantially the form attached to this Resolution.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute the Second Amendment," but only upon, and not before, receipt by the Village Clerk of (a) evidence, in a form satisfactory to the Village Attorney, that the Deerfield Village Board has granted final approval to the petitions for annexation and related zoning and master plan approvals filed by Takeda for the Baxter South Parcel and (b) at least two copies of the Second Amendment fully executed by Deerfield. In the event that the documentation and documents required by (a) and (b) above are not received by the Village Clerk within six months after the date of adoption of this Resolution, then the authority and direction set forth in this Section shall, at the discretion of the President and Board of Trustees be null and void and of no force and effect.



I hereby certify this to be a true and exact copy of the original

Village Clerk

1211531065

Doc#: 1211531065 Fee: $52.00
Eugene "Gene" Moore RHSP Fee:$10.00
Cook County Recorder of Deeds
Date: 04/24/2012 03:06 PM Pg: 1 of 8

This instrument prepared by and,
after recording, should be returned to:
Peter D. Coblentz
Rosenthal, Murphey, Coblentz
& Donahue
30 North LaSalle St., Suite 1624
Chicago, Illinois 60602

(Recorder's Stamp)

THIRD AMENDMENT
LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS THIRD AMENDMENT (*"Amendment"*) is made and entered into as of the 6th day of February, 2012, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (*"Northbrook"*), and the **VILLAGE OF DEERFIELD**, an Illinois home rule corporation (*"Deerfield"*).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed to by Northbrook and Deerfield, the parties agree as follows:

Section 1. RECITALS

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield previously entered into that certain Lake-Cook Road Corridor Agreement on July 25, 1995 (the *"Original Corridor Agreement"*) to, among other things: (i) establish certain municipal jurisdiction boundaries, (ii) provide for responsible and compatible land use planning and administration, (iii) provide comprehensive solutions to issues concerning annexation, zoning and land use management standards, (iv) limit and mitigate potential adverse impacts of the development or redevelopment of certain parcels, and (v) establish a foundation for ongoing communication, cooperation and consultation within the area generally known as the Lake-Cook Corridor (collectively, the *"Planning Objectives"*).

C. Northbrook and Deerfield previously entered into that certain First Amendment to Lake-Cook Road Corridor Agreement (the *"First Amendment"*), whereby, in order to facilitate the annexation and related zoning and subdivision approvals by Northbrook for a portion of the LaSalle and Surrounding Parcels, the entirety of those parcels as depicted on *Exhibit A* attached to made a part of said First Amendment, Northbrook and Deerfield agreed to amend certain use and bulk regulations set forth in the Original Corridor Agreement with respect

to the LaSalle and Surrounding Parcels, and further agreed to the parallel and consistent amendment of the use and bulk regulations of the Baxter South Parcel, as depicted on *Exhibit B* attached to and made a part of said First Amendment.

D. Northbrook and Deerfield previously entered into that certain Second Amendment to Lake-Cook Road Corridor Agreement (the *"Second Amendment"*; the Original Corridor Agreement as amended by the First Amendment and the Second Amendment is hereinafter referred to as the *"Corridor Agreement"*), whereby, in order to facilitate the annexation and related zoning and subdivision approvals by Deerfield for the Baxter South Parcel as described in the Original Corridor Agreement as amended by the First Amendment, Northbrook and Deerfield agreed to amend certain use and bulk regulations set forth in the Original Corridor Agreement as amended by the First Amendment with respect to the LaSalle and Surrounding Parcels, and further agreed to parallel and consistent amendments of the use and bulk regulations of the Baxter South Parcel.

E. The Baxter South Parcel, as depicted on ***Exhibit A*** attached to, and by this reference, made a part of this Amendment, is now annexed into Deerfield and has received zoning and subdivision approvals from Deerfield in accordance with the Corridor Agreement.

F. The Red Roof Inn Parcel, as depicted on ***Exhibit B*** attached to, and by this reference, made a part of this Amendment, is now annexed into Deerfield and has received zoning and subdivision approvals from Deerfield in accordance with the Corridor Agreement.

G. A majority of the LaSalle and Surrounding Parcels, as described in the Corridor Agreement, are now annexed into Northbrook and have received zoning and subdivision approvals from Northbrook in accordance with the Corridor Agreement (the "*Incorporated LaSalle and Surrounding Parcels*"). Those parcels that have not yet been annexed into Northbrook are depicted on ***Exhibit C*** attached to, and by this reference, made a part of this Amendment, (the "*Remaining LaSalle and Surrounding Parcels*"),

H. Northbrook and Deerfield have determined that the Planning Objectives have been met with respect to the Baxter South Parcel, the Red Roof Inn Parcel, and the Incorporated LaSalle and Surrounding Parcels.

I. Northbrook and Deerfield desire to further amend the Corridor Agreement to remove the Baxter South Parcel, the Red Roof Inn Parcel, and the Incorporated LaSalle and Surrounding Parcels from the Corridor Agreement.

J. Northbrook and Deerfield have the power and authority to enter into this Amendment pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9.

K. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the public

health, safety and welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular, to enter into this Amendment.

L. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the bests interests of the public health, safety and welfare of Northbrook in general, and the property owners and residents in and around the Lake-Cook Road Corridor in particular, to enter into this Amendment.

Section 2. AMENDMENTS TO CORRIDOR AGREEMENT.

A. Removal of Baxter South Parcel. Section 3.H of the Corridor Agreement shall be, and is hereby, deleted in its entirety and all restrictions and conditions contained therein shall be of no further force or effect. The Baxter South Parcel shall be, and is hereby, removed and released from the Corridor Agreement.

B. Removal of Red Roof Inn Parcel. Section 3.D of the Corridor Agreement shall be, and is hereby, deleted in its entirety and all restrictions and conditions contained therein shall be of no further force or effect. The Red Roof Inn Parcel shall be, and is hereby, removed and released from the Corridor Agreement.

C. Removal of the Incorporated LaSalle and Surrounding Parcels. The Corridor Agreement shall be, and is hereby, amended to replace all references to the "LaSalle and Surrounding Parcels" therein with the "Remaining LaSalle and Surrounding Parcels." The Incorporated LaSalle and Surrounding Parcels shall be, and are hereby, removed and released from the Corridor Agreement.

Section 3. EFFECT.

All terms, conditions and provisions of the Corridor Agreement not expressly amended or modified by this Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Amendment conflict with the Corridor Agreement, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF DEERFIELD

By: _____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF NORTHBROOK
CORPORATE
SEAL
COOK COUNTY, ILL.

VILLAGE OF NORTHBROOK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on February 27, 2012, by Sandra E. Frum, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 27th day of February, 2012.

OFFICIAL SEAL
JANET PALMER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-24-2013

SEAL

Janet Palmer
Signature of Notary

My Commission Expires: 2-24-2013

VILLAGE OF DEERFIELD

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on February 10, 2012, by Harriet Rosenthal, the Mayor of the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation, and by Kent Street, the Village Clerk of said municipal corporation.

Given under my hand and official seal this 10 day of February 2012.

OFFICIAL SEAL
ANGELA M RODRIGUEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/01/15

SEAL

Angela M. Rodriguez
Signature of Notary

My Commission Expires: 05/01/2015

EXHIBIT A

BAXTER SOUTH PARCEL

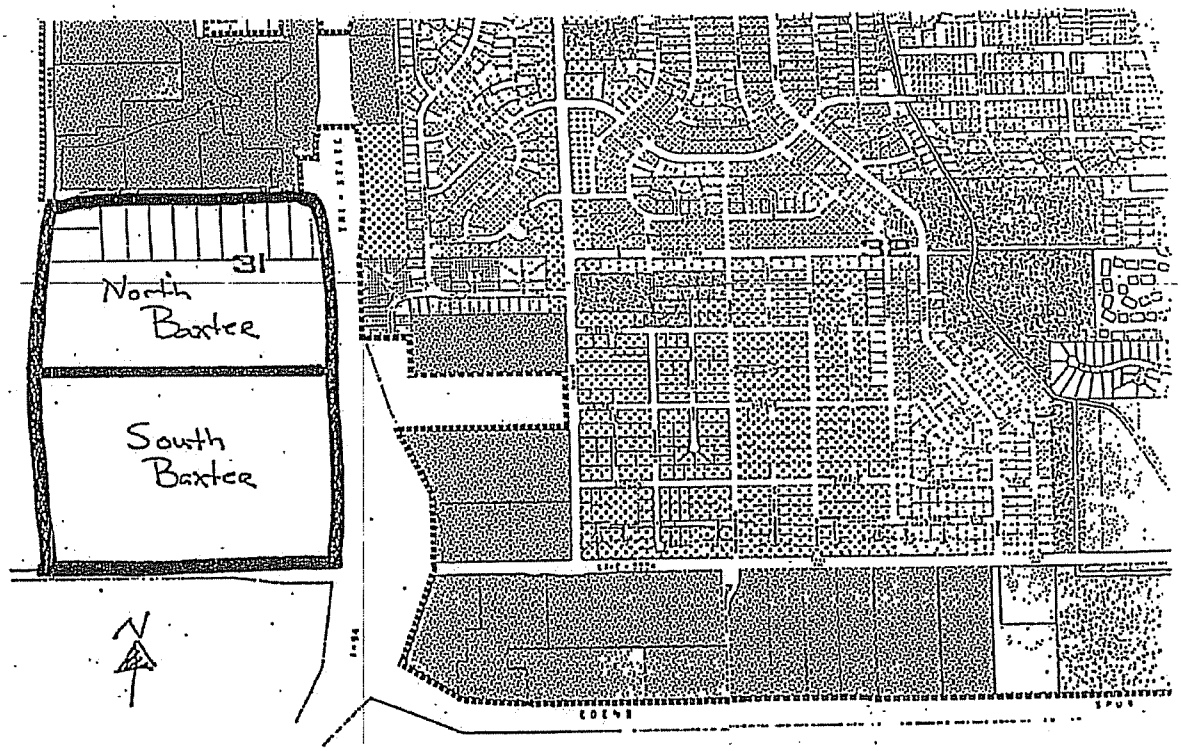


EXHIBIT B

RED ROOF INN PARCEL

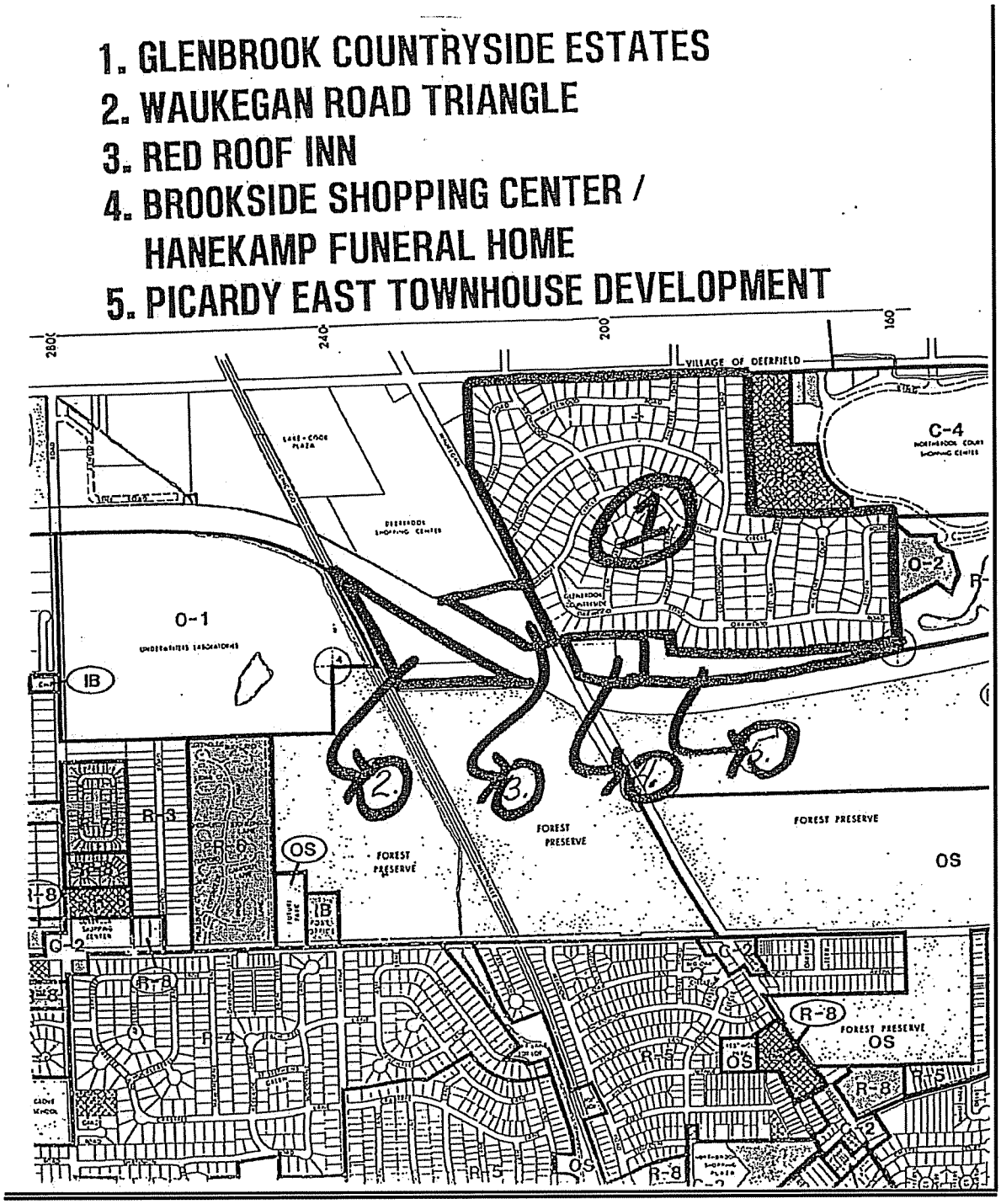
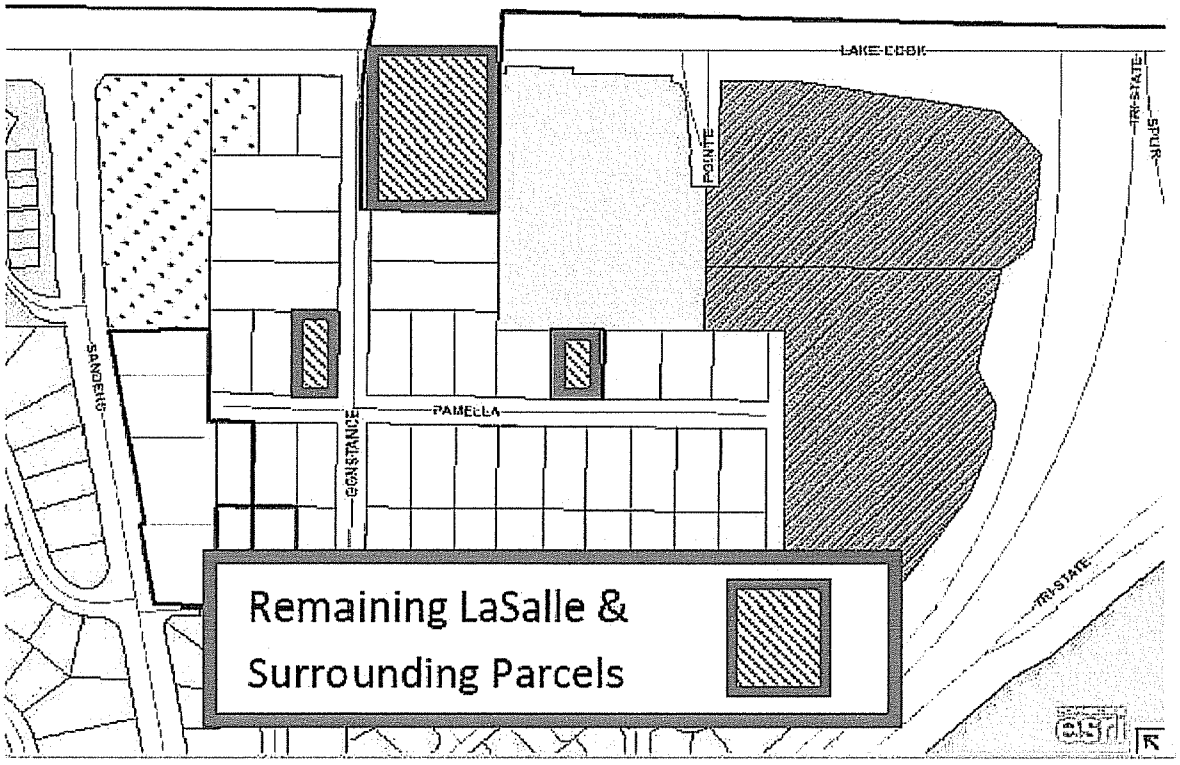


EXHIBIT C

REMAINING LASALLE AND SURROUNDING PARCELS



This instrument prepared by
and, after recording, should be
returned to:

Benjamin L. Schuster
Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, IL 60654

(Recorder's Stamp)

FOURTH AMENDMENT
LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS FOURTH AMENDMENT (*"Fourth Amendment"*) is made and entered into as of the _____ day of _____, 2026, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation (*"Northbrook"*), and the **VILLAGE OF DEERFIELD**, an Illinois home rule corporation (*"Deerfield"*).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth in this Fourth Amendment, the receipt and sufficiency of which is hereby acknowledged and agreed to by Northbrook and Deerfield, the parties agree as follows:

SECTION 1. RECITALS

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield previously entered into that certain Lake-Cook Road Corridor Agreement on July 25, 1995 (the *"Original Corridor Agreement"*) to, among other things: (i) establish certain municipal jurisdiction boundaries, (ii) provide for responsible and compatible land use planning and administration, (iii) provide comprehensive solutions to issues concerning annexation, zoning, and land use management standards, (iv) limit and mitigate potential adverse impacts of the development or redevelopment of certain parcels, and (v) establish a foundation for ongoing communication, cooperation. and consultation within the area generally known as the Lake-Cook Corridor (collectively, the *"Planning Objectives"*).

C. Northbrook and Deerfield previously entered into that certain First Amendment to Lake-Cook Road Corridor Agreement dated February 12, 2002 (the *"First Amendment"*), whereby to facilitate the annexation and related zoning and subdivision approvals by Northbrook for a portion of the LaSalle and Surrounding Parcels, the entirety of those parcels as depicted on *Exhibit A* attached to and made a part of the First Amendment, Northbrook and Deerfield agreed to amend certain use and bulk regulations set forth in the Original Corridor Agreement with respect to the LaSalle and Surrounding Parcels, and further agreed to the parallel and consistent amendment of the use and bulk regulations of the Baxter South parcel, as depicted on *Exhibit B* attached to and made a part of the First Amendment.

D. Northbrook and Deerfield previously entered into that certain Second Amendment to Lake-Cook Road Corridor Agreement dated January 18, 2005 (the "*Second Amendment*"), whereby, to facilitate the annexation and related zoning and subdivision approvals by Deerfield for the Baxter South

Parcel as described in the Original Corridor Agreement as amended by the First Amendment, Northbrook and Deerfield agreed to amend certain use and bulk regulations set forth in the Original Corridor Agreement as amended by the First Amendment with respect to the Baxter South Parcel, and further agreed to parallel and consistent amendments of the use and bulk regulations of the LaSalle and Surrounding Parcels.

E. Northbrook and Deerfield previously entered into that certain Third Amendment to Lake-Cook Road Corridor Agreement dated February 6, 2012 (the "*Third Amendment*") (the Original Agreement as amended by the First Amendment, Second Amendment, and Third Amendment is hereinafter referred to as the *"Corridor Agreement"*), to remove and release the Baxter South Parcel, Red Roof Inn Parcel, and the Incorporated LaSalle and Surrounding Parcels from the Corridor Agreement.

F. Due to the fact that the Baxter North Parcel is not adjacent to any land within Northbrook or land that foreseeably may be annexed into Northbrook in the future, and is surrounded on three sides by property within Deerfield, Northbrook and Deerfield now desire to further amend the Corridor Agreement to remove and release the Baxter North Parcel in its entirety from the Corridor Agreement.

G. Northbrook and Deerfield have the power and authority to enter into this Fourth Amendment pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq*.; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.; and Section 11-12-9 of the Illinois Municipal Code, 65 ILCS 5/11-12-9.

H. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the public health, safety and welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular, to enter into this Fourth Amendment.

I. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the bests interests of the public health, safety and welfare of Northbrook in general, and the property owners and residents in and around the Lake-Cook Road Corridor in particular, to enter into this Fourth Amendment.

SECTION 2. DEFINED TERMS.

Capitalized terms which are not otherwise defined herein shall be deemed to have the same meanings herein as are ascribed to such terms in the Corridor Agreement.

SECTION 3. AMENDMENT TO CORRIDOR AGREEMENT.

Section 3.G of the Corridor Agreement shall be, and is hereby, deleted in its entirety and all restrictions and conditions contained therein shall be of no further force or effect. The Baxter North Parcel shall be, and is hereby, removed and released from the Corridor Agreement.

SECTION 4. EFFECT.

All terms, conditions and provisions of the Corridor Agreement not expressly amended or modified by this Amendment shall remain unchanged and in full force and effect. To the extent that the terms and provisions of this Fourth Amendment conflict with the Corridor Agreement, the terms and provisions of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF DEERFIELD

By: _____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village President

ATTEST:

_____
Village Clerk

MEMORANDUM

To: Village Board of Trustees
From: Village Manager Cara Pavlicek
Date: 2026-03-10
Subject: An Ordinance Amending Chapter 2 of the Northbrook Municipal Code, As Amended

Overview
As discussed by the Village Board at the January 13, 2026 Committee of the Whole, the issuance of a badge to members of the Village Board is being amended to transition the issuance of identification for elected officials.

Fiscal Impact
N/A.

Recommendation
Approval.

Background
As part of the development of the Strategic Plan, the Village Board is additionally developing a document to outline the common issues which are frequently encountered as a member of the Village Board, referred to as Protocols. The Protocols are intended to centralize information on common issues related to local government and quick reference to excerpts from the Municipal Code. In the course of reviewing the Municipal Code related to Protocols on January 13, 2026 at the Committee of the Whole, it was the consensus of the Village Board to consider an amendment to Chapter 2, Section 2-38 entitled "Badges" to replace the historical practice of issuing an official badge with a Village issued identification.

An Ordinance Amending Chapter 2 of the Northbrook Municipal Code, as Amended

Ordinance No. 2026-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Amending Chapter 2 of the Northbrook Municipal Code, as Amended

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Chapter 2, entitled "Administration," of the Northbrook Village Code, as amended (***"Village Code"***) sets forth the powers and duties of the officers and employees of the Village, as well as the different departments within the Village.

The Village desires to amend the Village Code with respect to badges issued to members of the Board of Trustees.

The President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code in the manner set forth herein.

Section 2. AMENDMENT TO SECTION 2-38 OF THE VILLAGE CODE.

Section 2-38, entitled "Badges" of Article II, entitled "Board of Trustees" of Chapter 2, entitled "Administration," of the Village Code shall be amended to read as follows:

"Sec. 2-38. - ~~Badges~~ Village identification.

Each duly elected or appointed member of the board of trustees, including the village president, may be issued an official **Village identification.** ~~badge, the design of which shall be approved by the village board. The badge shall be provided in a commemorative fashion upon a board member's departure from the village board.~~"

Section 3: EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

_____
Village President

ATTEST:

_____
Village Clerk

Additions are **bolded and underlined**, deletions are ~~struck through~~

MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Approving Contracts for Installation Services by Title Electric Company of Arlington Heights, Illinois and the Purchase of Electric Vehicle Chargers from Carbon Day of Wheeling, Illinois for EV Charging Stations at Village Hall

Overview
This project includes the purchase and installation of two (2) public electric vehicle charging stations at the rear parking lot of Village Hall for use by both the general public and Village staff. The installation also supports the Village's Climate Action Plan by increasing access to alternative fuel options.

Fiscal Impact

The Village's preferred electrical contractor, Title Electric Company, submitted the lowest and most responsive bid for the installation of the two (2) EV charging stations at the rear parking lot of Village Hall, in the amount of $47,023.

The purchase of the materials-only portion of the project, consisting of the EV charging equipment, will be supplied by Carbon Day through the Sourcewell joint purchasing contract in a total not to exceed amount of $25,902. The total project cost including materials, installation, and contingency (5.5%) will be $76,935.

The purchase and installation of the EV charging stations at Village Hall was identified in the Capital Improvement Plan for Fiscal Year 2025-26 (attached as supplemental information). The Adopted FY26 Budget provides the majority of the funds for this project in the Infrastructure Capital Projects Fund Account No 40-7400-538-01 (Electric Vehicle Charging Stations). The balance of the funding needed for the completion of this project are available in the General Fund Account No. 11-1122-554-00 (Other Professional Services).

Recommendation
Approval.

Background

In August 2021, with input from a community-based planning team consisting of the Board of Trustees, Village staff, Village commission members, and community partners and institutions, the Village Board adopted a Climate Action Plan (CAP), which provides a comprehensive outline of specific strategies and actions to reduce greenhouse gas (GHG) emissions and strengthen the community's resilience to climate-related impacts. The CAP addresses eight sectors of GHG emissions and climate vulnerabilities through 42 strategies and nearly 200 actions to be implemented over a ten-year timeframe.

One of the identified sectors addressed is Transportation and Land Use, which includes strategies to support and encourage the use of alternative fuel vehicles. The installation of EV charging stations at Village Hall advances this strategy by expanding convenient access to charging infrastructure for both residents and Village staff, which in turn aids in the reduction of GHG emissions. This investment demonstrates a step toward implementing the goals established in the CAP.

On September 9, 2025, staff issued a Request for Bids for work to install two (2) Village-supplied EV charging stations in the southwest corner of Village Hall's rear parking lot. A mandatory pre-bid meeting was held on September 15, with five (5) contractors in attendance. On September 30, 2025, staff received two (2) bids, which are summarized in Table 1 below.

Table 1. Summary of the Bids for Installation of EV Charging Stations at Village Hall

Contractor	**Total Cost**
Title Electric Company	$ 47,023
Powerlink Electric, LLC.	$ 49,720

Following review of the bids, staff determined that Title Electric Company, of Arlington Heights, IL ("***Contractor***") submitted the lowest and most responsive bid. Based on proposed cost, responsiveness, and the company's status as one of the Village's designated preferred electrical contractors (Resolution 2025-40), staff recommends awarding the installation work to Title Electric Company.

Village staff contacted Sourcewell, a cooperative purchasing organization available to governmental entities, businesses, and other agencies. Sourcewell maintains contracts with vendors that are competitively selected in a process that satisfies the Village's purchasing requirements. Staff subsequently worked with one of Sourcewell's pre-selected vendors, Carbon Day of Wheeling, Illinois, to obtain a materials-only quote for the EV charging equipment in the amount of $25,902. Based on responsiveness and the Village's prior experience using pre-selected vendors awarded through Sourcewell contracts, staff recommends entering into a contract with Carbon Day ("***Materials Vendor***") for the equipment

purchase.

Staff is also recommending the inclusion of a 5.5% contingency in the amount of $4,010 to address any unforeseen work related to installation. The total project cost, inclusive of materials, installation, and contingency is $76,935.

As part of its Franchise Agreement with ComEd, the Village does not pay for electricity at non-revenue generating Village buildings, including the Village Hall. Since the proposed charging station at the Village Hall will have its power come from the building there will be no charge for businesses or residents for charging of their vehicles. With that, Illinois Statute 625 ILCS 5/11-1308 (b) limits these parking spaces to only electric vehicles going forward. Public Works staff will add appropriate signage for these parking spaces designating them as such. Additionally, staff will monitor these spaces through the management software included with the annual subscription for the charging station to ensure they are meeting their goals and will evaluate what other restrictions may be necessary (i.e. limit parking/charging to 2 hours, availability of charging stations after business hours, etc.)

Staff will be present at the Village Board meeting to address any questions that may arise.

A Resolution Approving Contracts for Installation Services by Title Electric Company of Arlington Heights, Illinois and the Purchase of Electric Vehicle Chargers from Carbon Day of Wheeling, Illinois for EV Charging Stations at Village Hall
Exhibit A - Title Electric Co. EV Charging Equipment Installation Contract
Exhibit B - Quote and Agreement for the Purchase of EV Charging Equipment
Supplemental Information - Sourcewell EV Charging Station Contract
Supplemental Information - Capital Improvement Plan (FY 2027-2031)
Supplemental Information - Map of EV Charging Locations at Village Hall

Resolution 2026-_____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Contracts for Installation Services by Title Electric Company of Arlington Heights, Illinois and the Purchase of Electric Vehicle Chargers from Carbon Day of Wheeling, Illinois for EV Charging Stations at Village Hall

is hereby adopted, as follows:

Section 1. Recitals.

The purchase and installation of two public electric vehicle (EV) charging stations at Village Hall ("***Project***") for use by both the general public and Village staff is an improvement that supports the Village's Climate Action Plan by expanding access to alternative fuel infrastructure and encourages the use of EVs. This EV charging station work is identified in the Village's Five-Year Capital Improvement Plan (2027 - 2031).

On September 9, 2025, staff issued a Request for Bids for work to install Village-supplied EV charging stations in the southwest corner of Village Hall's rear parking lot. On September 30, 2025, staff received two bids. Following review of the bids, staff determined that Title Electric Company, of Arlington Heights, IL ("***Contractor***") submitted the lowest and most responsive bid in the amount of $47,023 ("***Installation Contract***").

On February 5, 2026, staff received a materials-only quote from Carbon Day, of Wheeling Illinois ("***Materials Vendor***") for the EV charging equipment in the not to exceed amount of $25,902 ("***Electric Vehicle Charging Equipment Materials Contract***"). Carbon Day is a vendor pre-selected by Sourcewell, a cooperative purchasing organization that maintains contracts with vendors that are competitively selected in a process that satisfies the Village's purchasing requirements. The Village has prior experience utilizing pre-selected vendors awarded through Sourcewell contracts.

Staff recommends including a contingency in the amount of $4,010 to address a potential cost increase associated with any unforeseen work related to installation. The total Project cost, inclusive of materials, installation and contingency, is $76,935.

The Village's adopted Fiscal Year 2025-26 Budget provides sufficient funds for this project in Infrastructure Capital Projects Fund Account No 40-7400-538-01 (Electric Vehicle Charging Stations) and General Fund Account No. 11-1122-554-00 (Other Professional Services).

Based on these factors, staff recommends entering into the Installation Contract and Electric Vehicle Equipment Materials Contract (collectively, the "***Contracts***"), attached as ***Exhibits A*** and ***B***, respectively, to this Resolution, with the Contractor and the Materials Vendor, respectively, for the purchase and installation of two public EV charging stations at Village Hall.

The President and the Board of Trustees have considered the Contracts and determined that it is in the best interests of the Village and the public to enter into the Contracts.

Section 2. Approval of Contracts.

The Installation Contract and Electric Vehicle Equipment Materials Contract with the Contractor and the Materials Vendor, respectively, shall be, and are hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 3. Authorization to Execute Contracts.

The Village Manager and Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Installation Contract and Electric Vehicle Equipment Materials Contract only after receipt by the Village Clerk of at least three original copies of the Contracts executed by the Contractor and the Materials Vendor; provided, however, that if such executed copies of the Contracts are not received by the Village Clerk within 30 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and the Board of Trustees, be null and void.

Section 4. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the Project at the pricing set forth in ***Exhibit A*** and ***Exhibit B***.

Section 5. Authorization to Execute Change Orders – Installation Contract.

The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Installation Contract in the amount of $4,010 subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Project file.

Approved:

RESULT:
MOVER:
SECONDER:
AYES:
NAYES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Village President

_____
Village Clerk

VILLAGE OF NORTHBROOK

REQUEST FOR BIDS

OWNER:
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

PROPOSAL SUBMISSION INFORMATION:

Date of RFB Issuance:
Tuesday, September 9, 2025 – 1:00 p.m.

Pre-Bid Meeting:
Monday, September 15, 2025 – 9:00 a.m.

Bid Submittal Deadline:
Tuesday, September 30, 2025 – 1:00 p.m.

Owner will receive sealed bids for the Work generally described as follows:

Electrical Work to Install Village Supplied Electric Vehicle (EV) Chargers, as further set forth and described in ATTACHMENT A – SPECIFICATIONS to this RFB

TO BE SUBMITTED TO: **Northbrook Public Works Department, 655 Huehl Road, Northbrook, Illinois 60062, attention Daniel Juarez, Facilities Manager, BEFORE 1:00 P.M., Tuesday, September 30, 2025.**

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Bids (RFB) and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All bids must be signed by an authorized representative/official. Bids that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. Bids must include a completed References form with their submittal.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Bids at any time prior to the time bids are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. Any questions or requests for additional information regarding this RFB shall be directed sent in writing to Daniel Juarez, Facilities Manager, at 847/664-4117 or Daniel.Juarez @northbrook.il.us. All email communications must include the subject line "EV Charger Electrical Work RFB". Owner shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFB in the form of written addenda. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Delivery of Bids

Each bid shall be submitted in a sealed envelope plainly marked with the bidder's full legal name and address and include the following wording clearly marked on the outside of the envelope:

Village of Northbrook - Proposal for EV Charger Electrical Work

Each response shall be addressed and delivered to the place and before the time set forth above. Bids may be delivered by mail or in person. Bids received after the time specified above will be returned unopened. Each bidder assumes responsibility for timely submission of its proposal.

Responses received by the designated contact after 1:00 p.m., Central Time, Tuesday, September 30, 2025 will not be accepted and will be returned to the sender unopened. All proposals must be delivered to and received by Owner no later than the due date regardless of postmark date. Proposals submitted via facsimile or e-mail will not be accepted. Proposals must be submitted in the manner described in this RFB.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the Board of Trustees. Owner also reserves the right to negotiate with potential consultants so that Owner's best interests are served.

Bid Security

Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bid Package from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide.

Insurance

The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4B of the Contract upon award of the Contract. Each Bidder's bid must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Freedom of Information Act

All information submitted to Owner in response to this RFB shall be deemed a public record and will be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140 et seq.) subsequent to the award of the contract. Bidders are advised that Section 7(1)(g) of that Act exempts the following from disclosure:

> Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.

Bidders desiring to have portions of their proposals considered exempt are advised to mark these portions accordingly.

MANDATORY PRE-BID MEETING

All bidders must attend a pre-bid meeting walk-though on **Monday, September 15 at 9 a.m. at Village Hall (rear parking lot) located at 1225 Cedar Lane, Northbrook, Il, 60062.** After the pre-bid meeting, all bidders will visit the Work Sites (the parking lot at the rear of the Northbrook Village Hall, as more fully described in this RFB) to view the area of work, gather additional information, and ask specific questions. Attendance shall be taken at the Work Site to ensure that all contractors and subcontractors

have visited the Work Site. Representatives of the Village will be present to discuss the Work and answer questions. Owner reserves the right to reject all bidder's proposals submitted by bidders who fail to attend this pre-bid meeting.

Opening of Bids

Proposals will be publicly opened at the Public Work Center, located at 655 Huehl Road, Northbrook, IL 60062, and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Bids

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Bids

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Bidder Qualifications and Evaluation Criteria

The bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- Bid Rates
- Compliance with Specifications
- Previous Municipality Experience
- References
- Submittal Compliance

Owner reserves the right to choose the overall best bidder according to Owner's criteria. Owner, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated contract. Owner's decision will be final.

The above factors, along with other factors that the Owner may deem appropriate, will be used to identify the proposal that represents the best interests of the Owner and its residents.

Acceptance of Bids

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. The final award of a contract for the Work is in the sole discretion of the Village Board of Trustees. Issuance of this RFB does not obligate Owner to pay any costs incurred by a bidder in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFB.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful bidder's bid by Owner, the successful bidder's bid, together with Owner's notification of acceptance in the form attached to this Request for Bids, shall become the contract for the Work. Final acceptance and approval of the contract will be at the discretion of the Village Board of Trustees.

DATED this 9th day of September, 2025.

VILLAGE OF NORTHBROOK

By: Jean Paul Soens
Management Analyst

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

Full Name of Bidder Title Electric Company ("Bidder" or "Contractor")

Principal Office Address 3319 N. Ridge Ave., Arlington Heights, IL 60004

Local Office Address Same

Contact Person Ronnie Obara Phone 847-753-9605 E-Mail r.obara@titleelectric.com

TO: Northbrook Public Works
655 Huehl Road
Northbrook, Illinois 60062
Attention: Daniel Juarez, Facilities Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 *[if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. Work Proposal

A. Contract and Work: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

i. Labor, Equipment, Materials and Supplies: Provide, perform, and complete, in the manner specified and described in this Contract/Proposal and the Specifications (Attachment A), all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for performing the Work owned by Owner in the Village of Northbrook ("Work Site").

ii. Permits: Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

iii. Bonds and Insurance: Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

iv. Taxes: Pay all applicable federal, state, and local taxes;

v. Miscellaneous: Do all other things required of Contractor by this Contract/Proposal; and

vi. Quality: Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Prevailing Wages: In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers performing work under this contract. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, Contractor shall refer to the Illinois Department of Labor's website. Contractor and any subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

C. Performance Standards: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Proposal.

D. Responsibility for Damage or Loss: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

E. Inspection/Testing/Rejection: Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices: For providing, performing, and completing all Work, and the sum of products as set forth in Attachment C.

B. Basis for Determining Prices: It is expressly understood and agreed that:

i. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change.

ii. Contractor has thoroughly examined this Contract/Proposal and has thoroughly inspected the Work Site, prior to submission of its bid.

iii. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

iv. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

v. Owner reserves the right to increase or decrease quantities of Unit Price Items, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Time of Payment: It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

i. All payments may be subject to deduction or set off by reason of any failure of Contractor to perform under this Contract/Proposal. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall commence the Work within 10 days following Owner's acceptance of this Contract/Proposal provided Contractor shall have furnished to Owner all applicable bonds and/or Letters of Credit and all certificates and policies of insurance specified in this Contract/Proposal (the

"Commencement Date"). If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall perform the Work diligently and continuously in accordance with the schedule approved pursuant to the Specifications. The initial term of this Contract/Proposal shall begin on or about March 10, 2026 and be in effect through April 30, 2026.

4. Financial Assurance

A. Bonds: If this Contract/Proposal is accepted, and for each year in which the Contract/Proposal is renewed, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms substantially conforming to those attached hereto or available upon request, from a surety company acceptable to Owner, each in the sum of the Total Contract Price for the then-current term, within 10 days following Owner's acceptance of this Contract/Proposal or the execution of any renewal of this Contract/Proposal. Bidder may, at Owner's sole discretion, in lieu of Bonds, provide a Letter of Credit, on forms approved by Owner from a financial institution acceptable to Owner, in the sum of the Total Contract Price for the then-current term, within 10 days following Owner's acceptance of this Contract/Proposal or the execution of any renewal of this Contract/Proposal.

B. Insurance: If this Contract/Proposal is accepted and for each year in which this Contract/Proposal is renewed, Contractor proposes, and agrees, that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance, or the execution of any renewal, of this Contract/Proposal. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, a financial size category of Class X or better according to Best's Insurance Guide. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

i. Workers' Compensation and Employer's Liability

Limits shall not be less than:

a. Worker's Compensation: Statutory;

b. Employer's Liability:

$500,000 ea. Accident injury
$500,000 ea. Employee disease
$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

ii. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $2,000,000 for vehicles owned, non-owned, or rented.

iii. Comprehensive General Liability

Limits shall not be less than:
$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage

Endorsement

- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

iv. Umbrella Liability

Limits shall not be less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

v. Owner as Additional Insured. Owner shall be named as an Additional Insured and a cancellation notice recipient on all policies except for Worker's Compensation, and Employer's Liability.

Each such additional Insured endorsement shall identify Owner as follows: Village of Northbrook, including its Board Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives. Additional insured coverage shall be provided on endorsements at least as broad as ISO form CG2010 or CG2026 (pre 2004 editions).

vi. Other Parties as Additional Insureds. In addition to the Owner, the following parties shall be named as additional insureds on the following policies.

C. Indemnification: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 7 of this Contract/Proposal.

D. Penalties: If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accept this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

6. **Personnel; Subcontractors.**

A. Key Project Personnel. Contractor shall provide the names and credentials/experience of its personnel who will be primarily responsible for carrying out the Work on behalf of Contractor ("***Key Project Personnel***") in Attachment B. The Key Project Personnel shall not be changed without the Owner's prior written approval.

B. Availability of Personnel. Contractor shall provide all personnel necessary to complete the Work including, without limitation, any Key Project Personnel identified in this Contract/Proposal. Contractor shall notify the Owner as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. Contractor shall have no claim for damages and shall not bill the Owner for additional time and materials charges as the result of any portion of the Work which must be duplicated or redone due to such termination or for any delay in the performance of the Work as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Owner in writing. All subcontractors and subcontracts used by Contractor shall be acceptable to, and approved in advance by, the Owner. The Owner's approval of any subcontractor or subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work as required by the Contract/Proposal. All Work performed under any subcontract shall be subject to all of the provisions of this Contract/Proposal in the same manner as if performed by employees of Contractor. For purposes of this Contract/Proposal, the term "Contractor" shall be deemed also to refer to all subcontractors of Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Contract/Proposal.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Work in a manner satisfactory to the Owner, Contractor shall immediately upon notice from the Owner remove and replace such personnel or subcontractor. Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Contract/Proposal or for a delay or extension of the term of this Contract/Proposal as a result of any such removal or replacement.

7. **Contractor's Representations and Warranties**

In order to induce Owner to accept this Contract/Proposal, Contractor hereby represents and warrants as follows:

A. The Work: The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties

expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Conflict of Interest. To the best of Contractor's knowledge, (1) no employee or agent of the Owner is interested in the business of Contractor or this Contract/Proposal; (2) as of the date of this Contract/Proposal neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract/Proposal obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract/Proposal.

C. No Collusion. Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor represents that the only persons, firms, or corporations interested in this Contract/Proposal as principals are those disclosed to the Owner prior to the execution of this Contract/Proposal, and that this Contract/Proposal is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract/Proposal, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Owner for all loss or damage that the Owner may suffer, and this Contract/Proposal shall, at the Owner's option, be null and void.

D. Sexual Harassment Policy. Contractor has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. Neither Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract/Proposal on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the Owner, its corporate authorities, and all Owner elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Compliance with Laws and Grants. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation,

the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract/Proposal or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

G. Qualified: Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

8. Ownership.

Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Contract/Proposal ("***Documents***") shall be and remain the exclusive property of the Owner. At the Owner's request, or upon termination of this Contract/Proposal, the Contractor shall cause the Documents to be promptly delivered to the Owner.

10. Acknowledgments

In submitting this Contract/Proposal, Contractor acknowledges and agrees that:

A. Reliance. Owner are relying on all warranties, representations, and statements made by Contractor in this Contract/Proposal.

B. Reservation of Rights. Owner reserve the right to reject any and all proposals, reserve the right to reject the low price proposal, and reserve such other rights as are set forth in the Instructions to Contractors.

C. Acceptance. If this Contract/Proposal is accepted, Contractor shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any

part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of Owner.

J. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

DATED this day of Friday, September 26th _____, 2025.

Contractor's Status: (X) IL Corporation ; ( ) _____ Partnership; ( ) Individual Proprietor
(State) (State)

Contractor's Name: Title Electric Company

Doing Business As (if different): _____

Signature of Contractor or Authorized Agent: 

(corporate seal if corporation)

Printed Name: Ronnie W. Obara
Title/Position: President

Principal Office Address: 3319 N. Ridge Ave, Arlington Heights, IL 60004

Contact Person: Ronnie Obara Phone: 847-753-9605

Contractor's Business Address: 3319 N. Ridge Ave, Arlington Heights, IL 60004

Contractor's Business Telephone: 847-753-9605 E-Mail: r.obara@titleelectric.com

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Ronnie W. Obara	Presidnet	3319 N. Ridge Ave, Arlington Heights, IL

If it is the Vendor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.

Will you be utilizing a subcontractor? ☒ YES ☐ NO

If yes, have you included all required information with your bid submittal? ☒ YES ☐ NO

SUBCONTRACTOR INFORMATION

If selected "Yes" to utilizing a subcontractor, please list the subcontractor information below and include any additional subcontractor information with your bid.

Subcontractor Name: Crosstown Construction

Subcontractor Scope of Work & Percentage of Overall Work: Boring, Concrete Bases, Bollards. 50%

Contact Phone: 847-439-1234 Contact E-mail: rlh@X-town.com

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

Contact Phone: _____ Contact E-mail: _____

Subcontractor Name: _____

Subcontractor Scope of Work & Percentage of Overall Work: _____

Contact Phone: _____ Contact E-mail: _____

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of Village of Northbrook ("***Owner***") this ____ day of _____, 2025.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

(SEAL)

Attest/Witness:

By: _____
Derek Gau
Title: Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Cara L. Pavlicek
Title: Village Manager

REFERENCES

Bids must include a minimum of three (3) references for clients with whom your company currently maintains a contract for services comparable to those specified in this Request for Bids. References for municipal entities are preferred.

Client: Park District of Oak Park

Contract/Project(s) & Description: EV Charger Installation, 3 separate contracts

Contact Name: Nelson Acevedo

Contact Phone: 708-725-2053 Contact E-mail: nelson.acevedo@pdop.org

Client: Underground Devices

Contract/Project(s) & Description: Commercial/Industrial Electrical Work, multiple contracts over 10 years.

Contact Name: Jason Fog

Contact Phone: 847-205-9000 Contact E-mail: jfog@udevices.com

Client: Windfree

Contract/Project(s) & Description: Solar, Battery and EV charging projects over the past 12 years.

Contact Name: David Meihaus

Contact Phone: 773-469-6456 Contact E-mail: david@windfree.us

Client:

Contract/Project(s) & Description:

Contact Name:

Contact Phone: Contact E-mail:

VILLAGE OF NORTHBROOK
CONTRACT/PROPOSAL FOR
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

ATTACHMENT A - SPECIFICATIONS

General Objective. The purpose of this project is to provide the necessary electrical infrastructure and site improvements to support the installation of two Village-supplied electric vehicle (EV) chargers. The work includes directional boring, conduit installation, electrical panel modifications, charger base construction, protective bollards, and final electrical connections. The objective is to deliver a safe, code-compliant, and fully operational EV charging system that enhances community sustainability and supports future growth of the Village's EV infrastructure.

Scope of Services. The successful Contractor shall furnish all supervision, labor, tools, equipment, lifts, and materials necessary to complete the work as outlined in this Scope of Services. All programming will be performed by the EV charger supplier; however, the Contractor shall be responsible for providing the required electrical infrastructure to ensure sufficient power is delivered to the charging stations in accordance with the General Objective and Scope of Work. The Contractor shall obtain all necessary permits and coordinate required inspections with Village Inspection Services. The Village will supply the EV chargers and identify the boring locations for conduit installation, while the Contractor is responsible for all other aspects of the installation.

Scope of Work

Directional Boring & Conduit Installation

The Contractor shall provide directional boring services to install one (1) new 4" conduit from the area adjacent to the A/C units to the parking lot island at the south end. The Contractor shall furnish and install a ground box at each end of the conduit, and shall also install one (1) new 4" conduit from the ground box by the A/C units into the generator room.

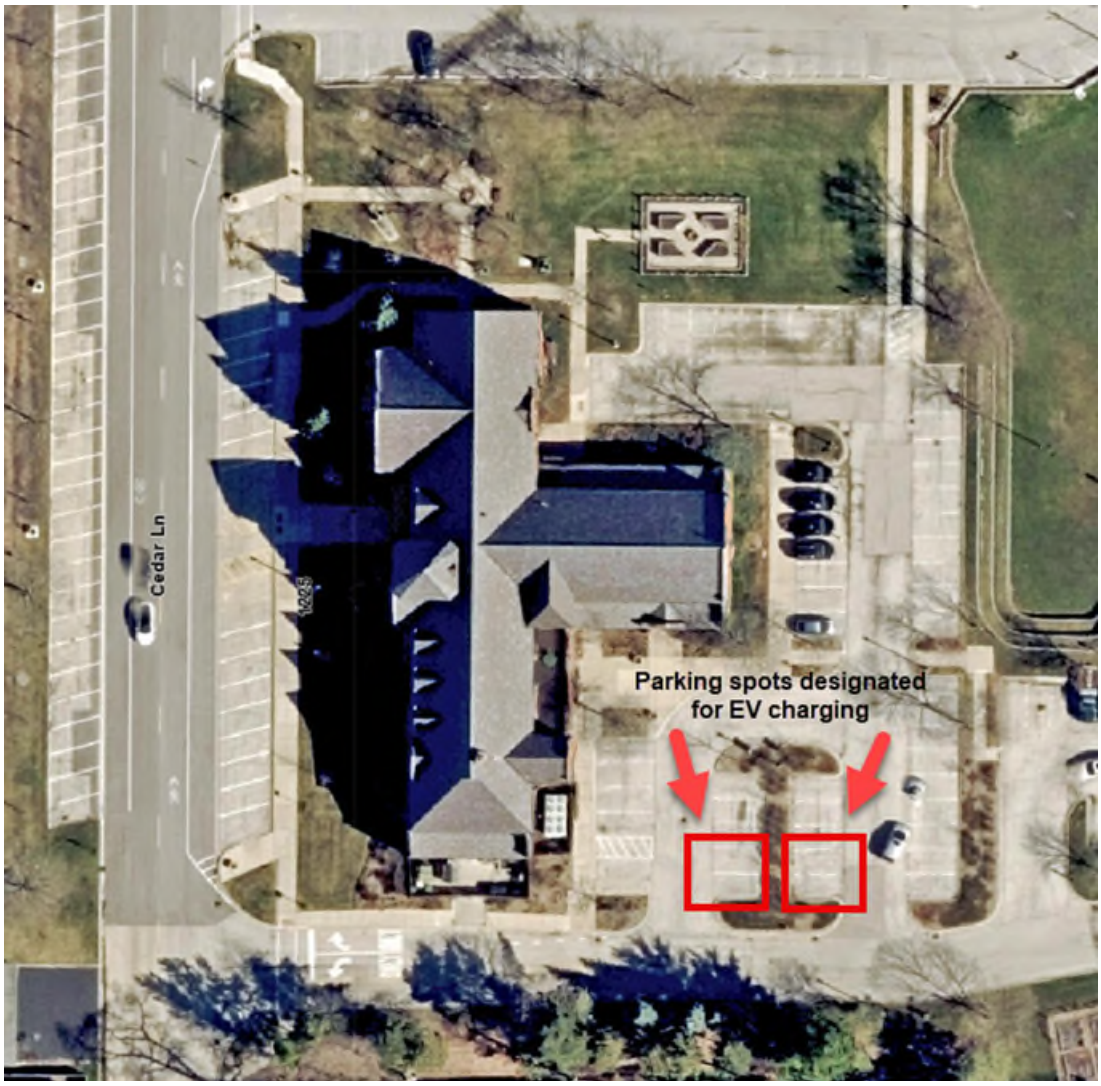
Electrical Room Work

The Contractor shall install one (1) new junction box at the ceiling and run one (1) new 1 ¼" conduit from the ceiling junction box to the electrical panel located next to the main gear in the electrical room.

Charger Site Preparation & Conduit Runs

The Contractor shall excavate and prepare holes for two (2) new charger bases at the first two parking stalls located on the south end of the island. See Exhibit A below for reference. The Contractor shall run one (1) new 1" conduit from the ceiling junction box to each charger location, pour concrete bases, and set customer-supplied bolt kits for charger mounting. In addition, the Contractor shall install four (4) new 3" bollard conduits, fill them with concrete, and finish them flush to serve as protective bollards.

Exhibit A

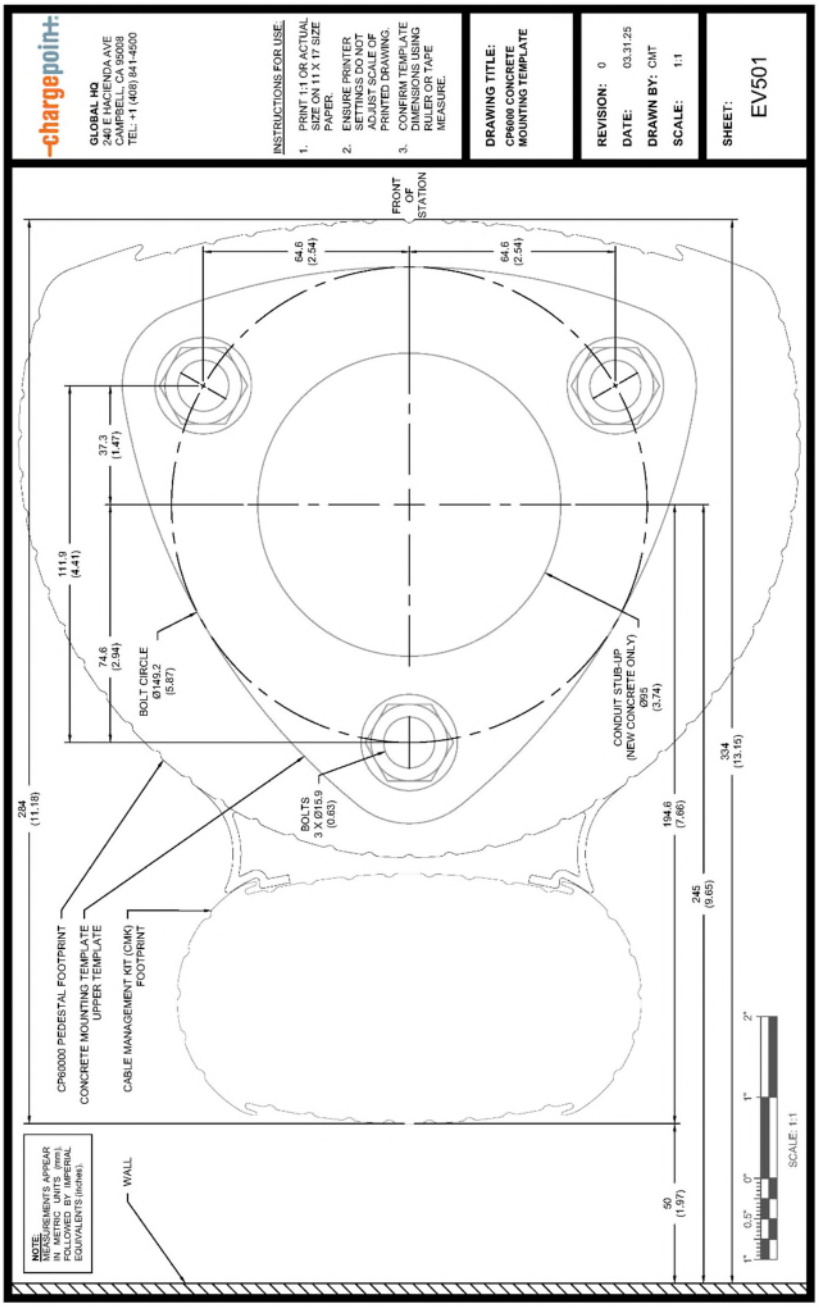


Circuitry & Equipment Installation
The Contractor shall pull in four (4) new 50A circuits to supply the chargers and furnish and install four (4) new breakers in the existing electrical panel. The Contractor shall mount and set customer-supplied EV chargers on the prepared bases and complete all required electrical terminations and final connections to the chargers. Installation and equipment specifications in Appendix B.

General Requirements
All work shall be performed in compliance with the latest edition of the National Electrical Code (NEC), applicable local codes, and Village standards. The Contractor shall be responsible for obtaining permits, coordinating and passing all required inspections with Village staff, and restoring all disturbed surfaces to their original condition upon completion of the work.

ATTACHMENT A – SPECIFICATIONS (CONT'D)

***The template for concrete pad below will be provided.**



ATTACHMENT A – SPECIFICATIONS (CONT'D)

Charger shown below to be provided. To be used as a reference*

chargepoint

ChargePoint ® AC Commercial Station

Specifications and Ordering Information



Dual port, pedestal mount, 18 ft cable

CP6000 AC Commercial Station Specifications

Ordering Information

The order codes below represent specific product configurations. Please contact ChargePoint Sales for additional information. Specify model number followed by the applicable code(s).

The order code sequence is Model-Options. Software, Services and Other are ordered as separate line items.

Please note that charging stations without EMV-CHIP readers in California may not be publicly visible or discoverable on the ChargePoint map. Please see below for applicable dates.

- Level 2 (AC) stations without EMV-Chip readers: installed/activated on/after July 1, 2023.
- Direct Current Fast Charging (DCFC) stations without EMV-Chip readers: installed/activated on/after January 1, 2022.

(Reference: 13 CCR § 2360.2. Payment Method Requirements for Electric Vehicle Supply Equipment)

Hardware

Description		Order Code
Model	80A Dual port, pedestal mount, 18 ft cable	CP6021B-80A-L5.5
	80A Single port, pedestal mount, 18 ft cable	CP6011B-80A-L5.5
	80A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-80A-L5.5-CHIP
	80A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-80A-L5.5-CHIP
	50A Dual port, pedestal mount, 18 ft cable	CP6021B-50A-L5.5
	50A Single port, pedestal mount, 18 ft cable	CP6011B-50A-L5.5
	50A Dual port, pedestal mount, 18 ft cable, EMV chip reader	CP6021B-50A-L5.5-CHIP
	50A Single port, pedestal mount, 18 ft cable, EMV chip reader	CP6011B-50A-L5.5-CHIP
	80A Dual port, wall mount, 18 ft cable	CP6023B-80A-L5.5
	80A Single port, wall mount, 18 ft cable	CP6013B-80A-L5.5
	80A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-80A-L5.5-CHIP
	80A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-80A-L5.5-CHIP
	50A Dual port, wall mount, 18 ft cable	CP6023B-50A-L5.5
	50A Single port, wall mount, 18 ft cable	CP6013B-50A-L5.5
	50A Dual port, wall mount, 18 ft cable, EMV chip reader	CP6023B-50A-L5.5-CHIP
	50A Single port, wall mount, 18 ft cable, EMV chip reader	CP6013B-50A-L5.5-CHIP
	80A Dual port, pedestal mount, 23 ft cable	CP6021B-80A-L7
	80A Single port, pedestal mount, 23 ft cable	CP6011B-80A-L7

CP6000 AC Commercial Station Specifications

	80A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-80A-L7-CHIP
	80A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-80A-L7-CHIP
	50A Dual port, pedestal mount, 23 ft cable	CP6021B-50A-L7
	50A Single port, pedestal mount, 23 ft cable	CP6011B-50A-L7
	50A Dual port, pedestal mount, 23 ft cable, EMV chip reader	CP6021B-50A-L7-CHIP
	50A Single port, pedestal mount, 23 ft cable, EMV chip reader	CP6011B-50A-L7-CHIP
	80A Dual port, wall mount, 23 ft cable	CP6023B-80A-L7
	80A Single port, wall mount, 23 ft cable	CP6013B-80A-L7
	80A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-80A-L7-CHIP
	80A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-80A-L7-CHIP
	50A Dual port, wall mount, 23 ft cable	CP6023B-50A-L7
	50A Single port, wall mount, 23 ft cable	CP6013B-50A-L7
	50A Dual port, wall mount, 23 ft cable, EMV chip reader	CP6023B-50A-L7-CHIP
	50A Single port, wall mount, 23 ft cable, EMV chip reader	CP6013B-50A-L7-CHIP
Other	Bollard Concrete Mounting Kit	CP6K-CMT-NA

Software and Services

Description	Order Code
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE-*n**
ChargePoint Fleet Commercial	CPCLD-COMMERCIAL-*n**
ChargePoint Assure	CP6000-ASSURE-n*
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Site Validation	CPSUPPORT-SITEVALID
ChargePoint Installation and Validation	CP6000-INSTALLVALID

Note: All CP6000 stations require a network service plan per port.
*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

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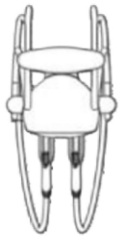
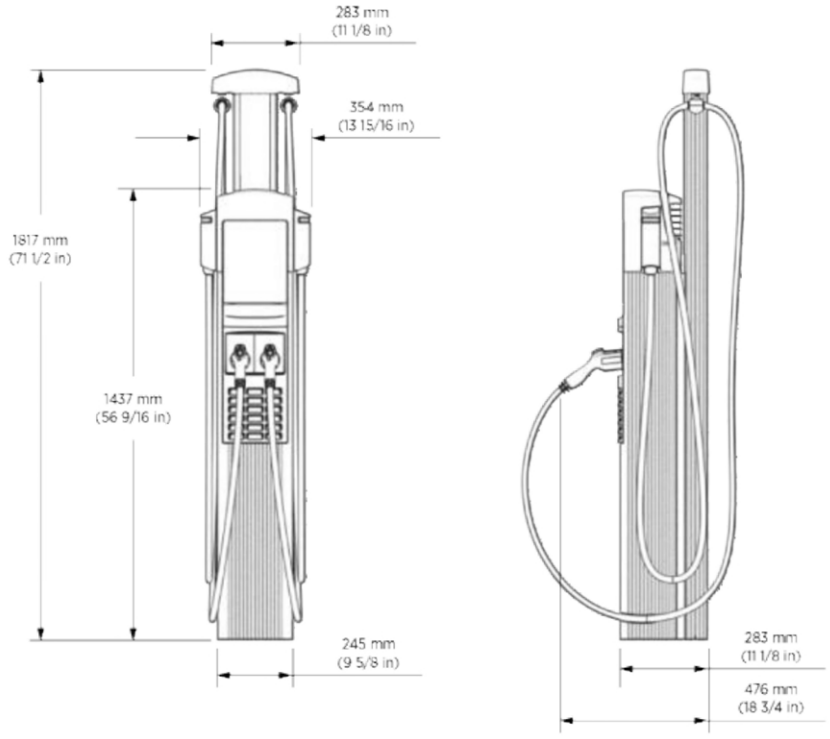
CP6000 AC Commercial Station Specifications

Architectural Drawings and Dimensions

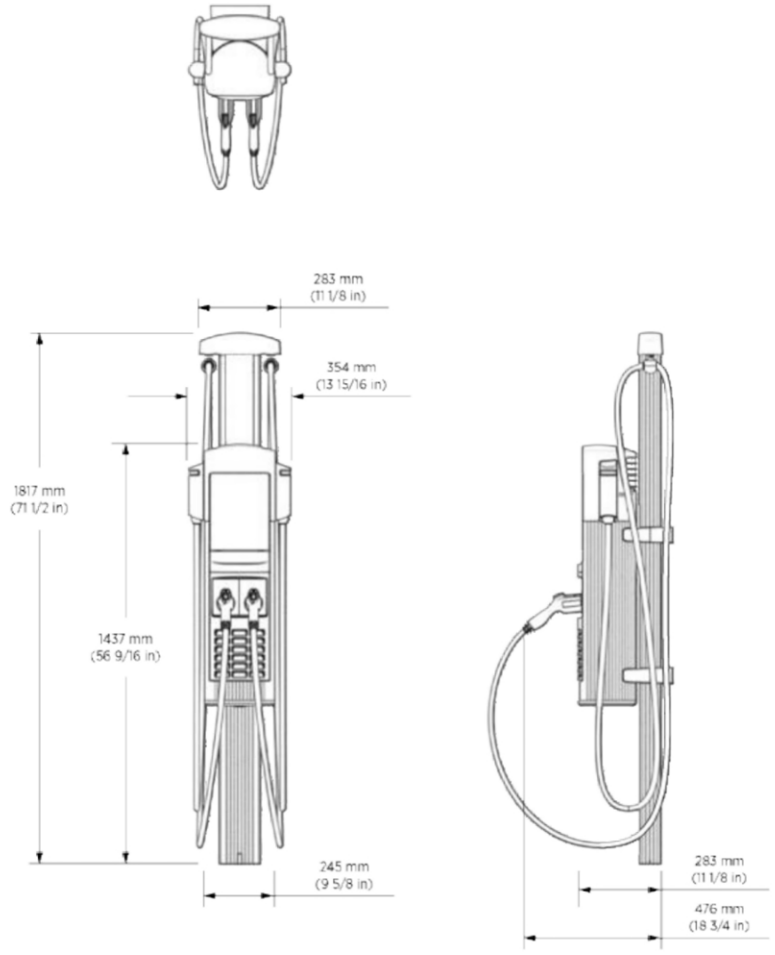
Pedestal Mount





CP6000 AC Commercial Station Specifications

Wall Mount



CP6000 AC Commercial Station Specifications

General Specifications

Electrical Input

The CP6000 AC Commercial Station supports flexible electrical input/output settings up to 80A to fit your fueling needs, whether for a workplace, multi-family dwelling, or other application.

Power Select allows stations to be installed and configured for current lower than the maximum 80A. Power Select current options include 16A, 24A, 32A, 40A, 48A, 50A, 56A, 64A, and 72A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Station	Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
		Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
80A	Maximum 80A (Standard)	80A	One 100A branch circuit	100A dual pole (non-GFCI)	80A x 2	Two independent 100A branch circuits	100A dual pole (non GFCI) x 2
	Maximum 80A (Power Share*)	N/A	N/A	N/A	80A	One 100A branch circuit	100A dual pole (non GFCI)
	Power Select** 16A - 72A (Standard)	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A)	16A - 72A x 2	Two independent branch circuits rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input current (20A - 90A) x 2
	Power Select 16A - 72A (Power Share)	N/A	N/A	N/A	16A - 72A	One branch circuit rated 125% of input current (20A - 90A)	Dual pole (non-GFCI) rated 125% of input

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CP6000 AC Commercial Station Specifications

							current (20A - 90A)
50A	Maximum 50A (Standard)	50A	One 70A branch circuit	70A dual pole (non-GFCI)	50A x 2	Two independent 70A branch circuits	70A dual pole (non GFCI) x 2
	Maximum 50A (Power Share*)	N/A	N/A	N/A	80A	One 70A branch circuit	70A dual pole (non GFCI)
	Power Select** 16A - 48A (Standard)	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A-60A)	16A - 48A x 2	Two independent branch circuits rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A) x 2
	Power Select 16A - 48A (Power Share)	N/A	N/A	N/A	16A - 48A	One branch circuit rated 125% of input current (20A - 60A)	Dual pole (non-GFCI) rated 125% of input current (20A - 60A)
Service Panel/Breaker GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)						
Wiring – Standard	3-wire (L1, L2, Earth) No neutral				5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	N/A				3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)						
Line to Ground Voltage	120V +/- 10%						

Electrical Output for 80A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 80A (Standard)	19.2 kW (240V AC @ 80A)	19.2 kW (240V AC @ 80A)
Maximum 80A (Power Share)	N/A	19.2 kW (240V AC @ 80A) x 1 or 9.6 kW (240V AC @ 40A) x 2
Power Select 16A - 72A (Standard)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A)	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 2

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CP6000 AC Commercial Station Specifications

Power Select 16A - 72A (Power Share)	N/A	3.8 kW - 17.3 kW (240V AC @ 16A - 72A) x 1 or 1.9 kW - 8.6 kW (240V AC @ 8A - 36A) x 2

Electrical Output for 50A Station

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 50A (Standard)	12.0 kW (240V AC @ 50A)	12.0 kW (240V AC @ 50A)
Maximum 50A (Power Share)	N/A	12.0 kW (240V AC @ 50A) x 1 or 6.0 kW (240V AC @ 25A) x 2
Power Select 16A - 48A (Standard)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A)	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 2
Power Select 16A - 48A (Power Share)	N/A	3.8 kW - 11.5 kW (240V AC @ 16A - 48A) x 1 or 1.9 kW - 5.8 kW (240V AC @ 8A - 24A) x 2

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CP6000 AC Commercial Station Specifications

Mounting and Functional Interfaces

Connector Type	SAE J1772™
Number of Ports	Single, dual
Mounting	Pedestal, wall
Cable Length	18 ft (5.5 m), 23 ft (7m)
Cable Management	Yes
Authentication and Payment	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) NFC (Tap to Charge) Remote: mobile and in vehicle (if supported by vehicle) Contactless credit card EMV chip credit card (for -CHIP models only)
Locking Holster	Yes
ISO 15118 Protocol	Supported by hardware
Display	Full color 8-inch interactive display with full motion video, UV protection, gesture touch controls, and multi-language support

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Energy Measurement	Meter accuracy 1% Accuracy class 2.0 Acceptance tolerance 1.0%
Power Report/Store Interval	15-minute interval aligned to hour. Responsive to load management signals.
Local Area Network	Wi-Fi 2.4 GHz and 5GHz (802.11 a/n/b/g)
Wide Area Network	LTE Category 4
Network Communication Protocol	OCPP 2.0.1
Ethernet connection	Capable with accessory

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625 Energy Star (Dual Port Only) CTEP

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CP6000 AC Commercial Station Specifications

Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice and is not responsible for typographical or graphical errors that may appear in this document.

ATTACHMENT B

KEY PROJECT PERSONNEL

Contact Person for Proposal/Contract: Ronnie Obara

Phone: 847-753-9605

Email: r.obara@titleelectric.com

Primary Contact Person: Ronnie Obara

Phone: 847-753-9605

Email: r.obara@titleelectric.com

Work Site Operations Contact: Michael Pasaye

Phone: 224-226-0069

Email: michaelpasaye@gmail.com

ATTACHMENT C

SCHEDULE OF PRICES

After becoming familiar with the general conditions, special conditions, specifications and addenda attached hereto, the undersigned offers the following prices including all supervision, labor, materials and equipment for providing electrical work to install Village supplied EV chargers.

A. Schedule of Prices: For providing, performing, and completing the Work by the Prices set forth below:

Item	Description	Cost
Labor	Furnish Labor to complete this project	84 Hours $ 12,684.00
Materials	Furnish all material needed for completion of this project	$ 9,619.00
Directional Boring	Directional boring distance of 91 feet	$ 24,720.00
	TOTAL PROJECT COST	$ 47,023

B. Supplemental Rates:

Hourly Labor Rate $ 151.00

Mark Up for Materials 10 %

VILLAGE OF NORTHBROOK
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Title Electric Company, 3319 N. Ridge Ave., Arlington Heights, IL 60004,

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

The Ohio Casualty Insurance Company, 62 Maple Ave., Keene, NH 03431,

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of New Hampshire, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of Ten Percent of Amount Bid Dollars ($10%), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated 9/30/2025, to Owner entitled "Contract For ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS " (the "Work"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Bid shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension. Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 30th day of September, 2025.

Attest/Witness:

By: Title Electric Company

Title: _____

Attest/Witness:

By: _____

Title: President

PRINCIPAL

By: The Ohio Casualty Insurance Company

Title: Jaclyn Kopecky, Attorney in Fact

SURETY

By: _____

Title: Eileen Walsh, Witness

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207990-285014**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jaclyn Kopecky; Jennifer Ludford; Mary Bowman; Pamela Bell

all of the city of Vernon Hills state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of May, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of September, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

VILLAGE OF NORTHBROOK
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME AND ADDRESS OF CONTRACTOR],*** as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY],*** as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION],*** hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars **($*[CONTRACT PRICE]*),** to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT]***, with Owner entitled "Contract/Proposal Between Village of Northbrook and ***[CONTRACTOR'S NAME]*** for the ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the trimming of all genus and species of parkway and other public trees owned by Owner and provision of emergency tree services; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Specifications; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 2 [formerly Ill. Rev. Stat. ch. 29, §§ 15 and 16] shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 2025.

Attest/Witness:	PRINCIPAL: **\[NAME OF CONTRACTOR]**
By: _____	By: _____ **\[NAME OF CONTRACTOR'S EXECUTING OFFICER]**
Title: _____	Title: _____ **\[TITLE OF CONTRACTOR'S EXECUTING OFFICER]**
Attest/Witness:	SURETY: **\NAME OF SURETY**
By: _____	By: _____
Title: _____	Title: _____
Telephone: _____	

VILLAGE OF NORTHBROOK
ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[Full Name and Address of Contractor]***, as Principal, hereinafter called Contractor, and ***[Full Name and Address of Surety]***, as Surety, a corporation organized and existing under the laws of the State of ***[Incorporation]***, hereinafter called Surety, are held and firmly bound unto Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, as Obligee, hereinafter called Owner, in the full and just sum of ***[Contract Price]*** Dollars ($***[Contract Price]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[date]***, with Owner entitled "Contract Agreement Between Village of Northbrook and ***[Name of Contractor]*** for the ELECTRICAL WORK TO INSTALL VILLAGE SUPPLIED EV CHARGERS" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the maintenance of traffic signals; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work" whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 2025.

Attest/Witness:	PRINCIPAL: ***[Name of Contractor]***
By: _____	By: _____ ***[Name of Contractor's Executing Officer]***
Title: _____	Title: _____ ***[Title of Contractor's Executing Officer]***
Attest/Witness:	SURETY: ***[Name of Surety]***
By: _____	By: _____
Title: _____	Title: _____
Telephone: _____	Fax: _____

Title Electric Company

ELECTRICAL CONTRACTORS
3319 N. Ridge Ave.
Arlington Heights, IL 60004-1411
847-753-9605 – www.titleelectric.com

September 30, 2025

Northbrook Public Works
655 Huehl Road
Northbrook, IL 60062

Attn: Daniel Juarez
Re: Village of Northbrook, Proposal for EV Charger Electrical Work

Enclosed are the following:

-Fully executed, stamped and signed Bid Form.
-Bid Bond.

If you have any comments or questions, please do not hesitate to call.

Sincerely,
Title Electric Company
Ronnie W. Obara

QUOTE
February 17, 2026

Ms. Kate Carney
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
847-664-4134
Katherine.Carney@northbrook, IL 60062

CP6621 (Dual Bollard 50 Amp, 18' Self-Retracting Cables **WITH OMNI PORT**)
With Power Share Jumper And 5 Year Labor and Parts Warranty

REFERENCE: Village of Northbrook Sourcewell # 04221-CPI CP6621 50 Amp Dual Bollard Station With Omni Port, 5 Year Prepaid Commercial Cloud and Assure X 2



Model Number	Description	QTY	Price Per Station	Total Price
ChargePoint CP6621B-50A-L5.5	50 Amp Dual Bollard with 18' Cable and Omni port Locking Holster and Card Reader	2	List $8,086 $7,277	$14,554
CPCLD-COMMERCIAL-5	CP6000 Series 5 Year Commercial Cloud Plan	4	$1,640	$6,560
CP6000-ASSURE-5	CP6000 Series 5 Year Parts and Labor Warranty	2	$1,700	$3,400
CP6000-CMT-NA	CP6000 Series Bollard Concrete Mounting Kit	2	$125	$250
CP-ACTIVATION	Initial Activation and Configuration	2	$249	$498
Shipping	Shipping	2	$320	$640
Amount Due	Total cost before installation			$25,902.00

Signature **Date**

Ship to:

Rob Spatz - 518-645-6733 - rob.spatz@carbondayevcharging.com - 163 S. Wheeling Rd. - Wheeling, IL 60090
Visit Our Website: https://carbondayevcharging.com/

Initial Station Activation and Configuration Service includes activation of cloud services and configuration of radio groups, connections, access control, visibility control, pricing, reports and alerts. $249

Commercial Cloud Plan available in prepay options:

Annual fee includes: Commercial Cloud Plan, 24-7-365 Customer Service for Drivers via 800 number, Reporting, Software Updates, Station Manager Account Access, Data Collection and Credit Card Capability Pricing, Automatic Funds Collection, Power Management and Videos.

1 year $365
2 years $715 ($357.50 per year) per plug
3 years $1,040 ($346.66 per year) per plug
4 years $1,360 ($340 per year) per plug
5 years $1,640 ($328 per year) per plug

Optional Programs:

Assure Warranty optional extended Labor and Partds Warranty:

1 year $430
2 years $800 ($400 per year)
3 years $1,140 ($380 per year)
4 years $1,440 ($360 per year)
5 years $1,700 ($340 per year)

**** Other Standard Terms and Conditions**

20% restocking fee for any product returned to ChargePoint
Terms: 50% due upon placement of order and balance due 30 days after shipment of product.
Issue payment to CD LLC.
ChargePoint 2 year part warranty applies for all products. Warranty will be between purchaser and ChargePoint.
Cloud and Assure plans start upon station activation or 90 day's after ship date, whichever is first.☐
Prices are confidential and expire: March 19, 2026

Rob Spatz - 518-645-6733 - rob.spatz@carbondayevcharging.com - 163 S. Wheeling Rd. - Wheeling, IL 60090
Visit Our Website: https://carbondayevcharging.com/

Sourcewell

ChargePoint

Electric vehicle equipment

#042221-CPI

Maturity Date: 7/20/2026

Products & Services

Products & Services

Sourcewell contract 042221-CPI gives access to the following types of goods and services:

- Level 2 charging stations for electric vehicles
- DC fast charging stations for electric vehicles
- Network services
- Maintenance plans & accessories

To participate in this contract, please review the ChargePoint Master Services and Subscription Agreement

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log in

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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Docusign Envelope ID: 66579F0C-192E-4DDF-854F-3F0AB78F499C

Sourcewell

CONTRACT EXTENSION

Contract Number: 042221-CPI

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	ChargePoint 254 E Hacienda Ave Campbell, California 95008-6617 (Vendor)

have entered into Contract Number: 042221-CPI
for the procurement of: Electric Vehicle Supply Equipment and Related Services

The Contract has an expiration date of 2025-07-20 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-07-20 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Signature on File
C0ED2A139D0B4B9...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

12/18/2024 | 10:53 AM CST
Date

DocuSigned by:
Signature on File
0273ECE89557429...
Authorized Signature

Henrik Gerdes
Name

Chief Accounting Officer
Title

12/19/2024 | 10:49 AM PST
Date

ChargePoint #042221-CPI

Pricing for contract #042221-CPI is provided at 0-20% off MSRP to Sourcewell participating agencies.

On a case by case basis ChargePoint may consider providing improved pricing to individual agencies who intend to purchase large volumes in single orders.

Fund: Infrastructure Capital Projects Fund **FY 2027 - FY 2031**

Department: Sustainability
Project Type: Electric Vehicle Charging Infrastructure
Project Name: Electric Vehicle Charging Stations
Cost: $392,119

Priority Code: B - Essential, but may be delayed
CAP Item: Yes
Grant Funding: Potential - CFI

Overview

This project includes installation of public electric vehicle charging stations (EVCS) at Village Hall, the Public Works Center, Fire Stations and north Metra commuter lot. The project will begin with two two-port stations at Village Hall in FY26, two two-port stations at Public Works in FY 2027, two two-port stations at the Metra North Commuter lot in FY 2028 and one two-port station at the Fire Stations in FY29. Additionally, this project includes the installation of two two-port stations in FY 2027, FY 2028, FY 2029, and FY 2030 with to be determined community partners.

Cost estimates below do not include all necessary electrical work that will required for installation and may increase the cost of each installation. There may be grant funds, incentives or rebates available to offset some of the installation costs.

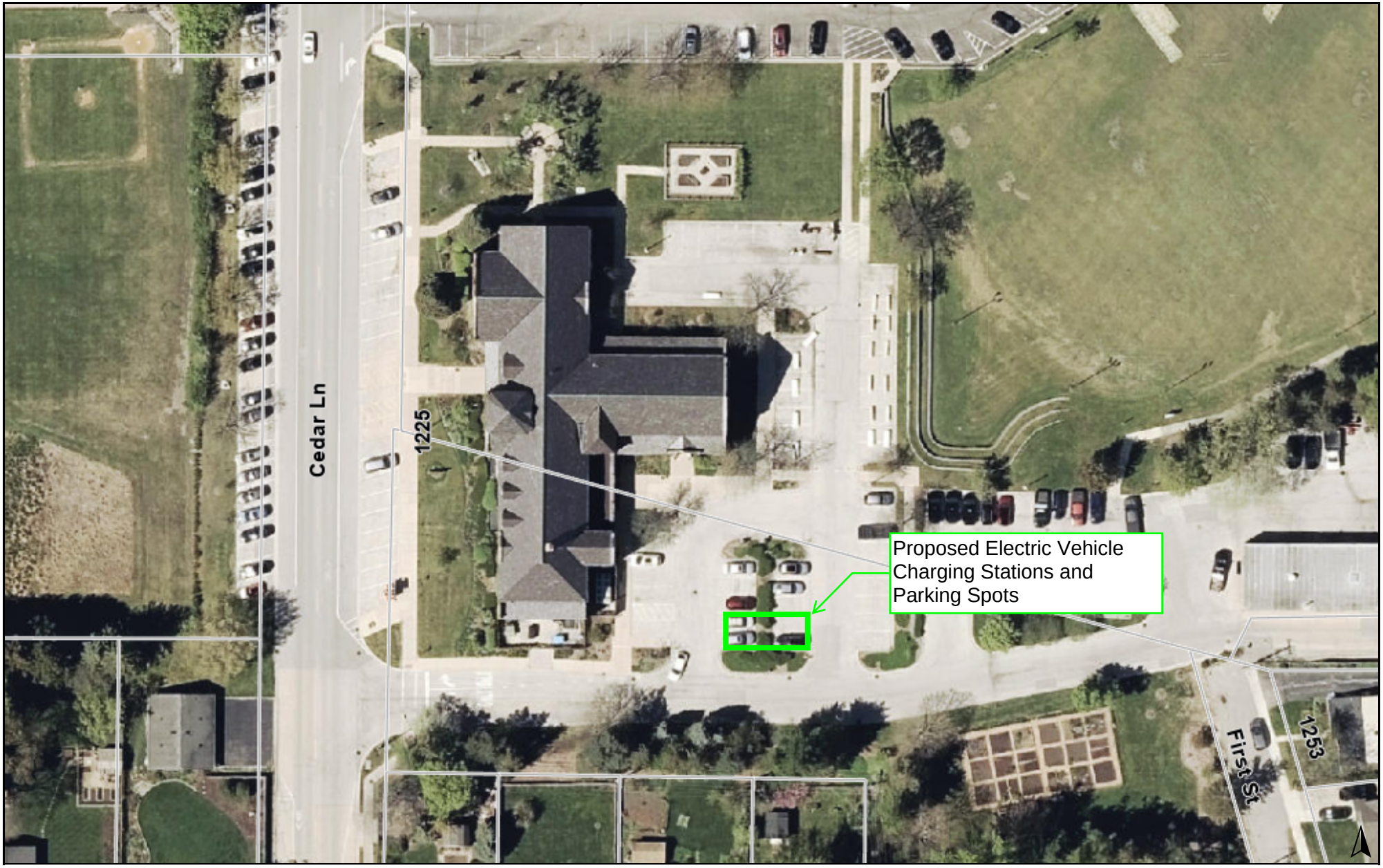
Cost Schedule

	Actuals		Budget	Estimate	Recommended Budget				
Project	FY 24	FY25	FY 26	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Village Hall	-	-	60,000	56,938	-	-	-	-	-
Public Works	-	-	-	-	60,326	-	-	-	-
Metra North Commuter Lot	-	-	-	-	-	60,326	-	-	-
Fire Station	-	-	-	-	-	-	30,163	-	-
Community Partners	-	-	-	-	60,326	60,326	60,326	60,326	-
Total	**-**	**-**	**60,000**	**56,938**	**120,652**	**120,652**	**90,489**	**60,326**	**-**

Planned Financing

	FY 24	FY25	FY 26	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Grants	-	-	-	-	-	-	-	-	-
Operating Revenues	-	-	60,000	56,938	120,652	120,652	90,489	60,326	-
Fund Bal Drawdown	-	-	-	-	-	-	-	-	-
Debt <=5 Years	-	-	-	-	-	-	-	-	-
To Be Determined	-	-	-	-	-	-	-	-	-

GISConsortium | Village of Northbrook - Village Hall Proposed EV Charging Stations

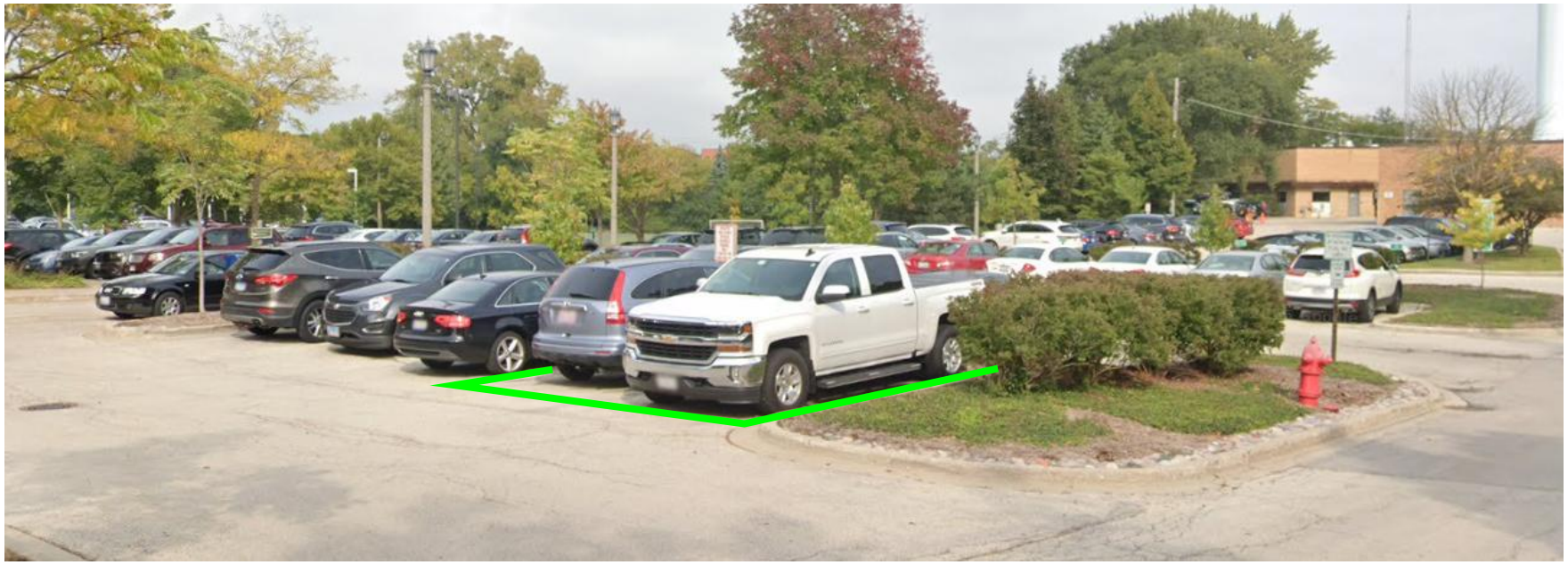


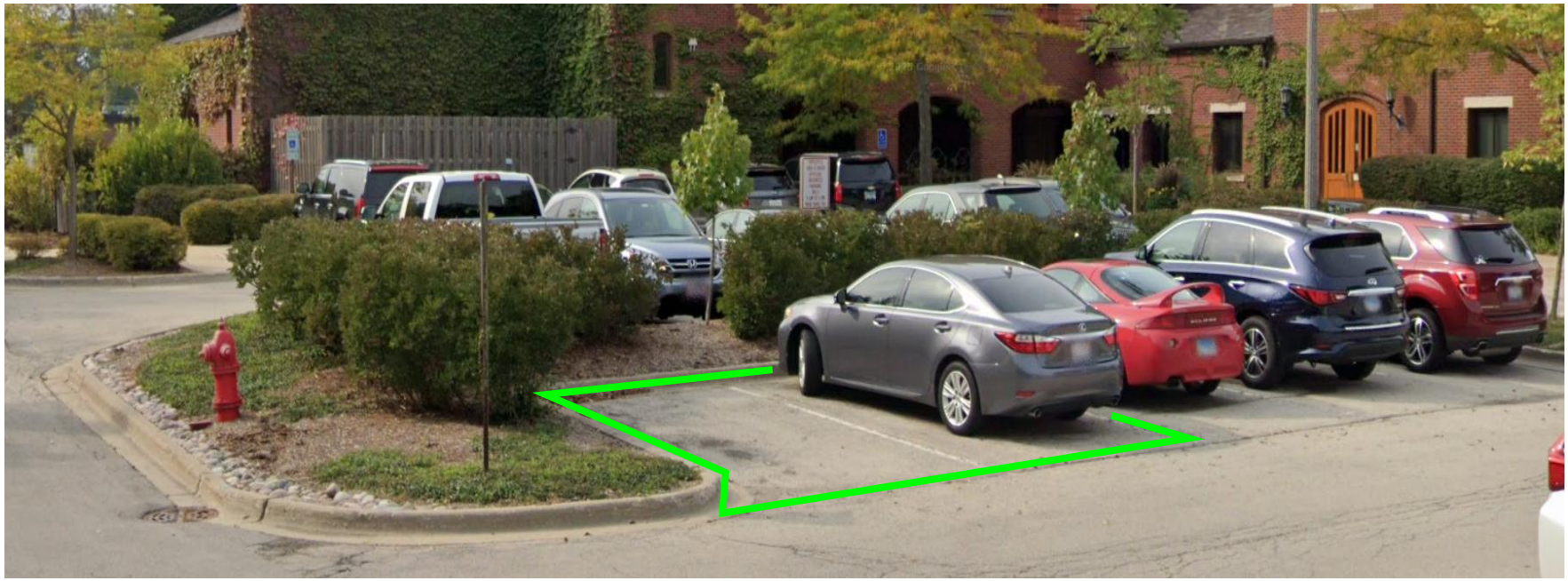
0 100 200 ft

Print Date: 2/24/2026

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.





MEMORANDUM

To: Village Manager Cara Pavlicek
From: Director of Public Works Kelly Hamill
Date: 2026-03-10
Subject: A Resolution Approving an Agreement for Walters Avenue Corridor Phase II Engineering Design with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois

Overview

The 6-inch and 8-inch cast iron water mains on Walters Avenue between Shermer Road and Pfingsten Road have been scheduled for replacement due to their age and overall condition in FY28 to coincide with planned road rehabilitation.

Fiscal Impact

The cost submitted by Gewalt Hamilton Associates, Inc. for design engineering is $385,518. Funds have been included in the FY 2027 Draft Budget for this work in account 21-4180-727-00 (Water Main Extension) for the work to be performed in upcoming fiscal year.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Water Fund - Water Main Extension	21-4180-727-00	$3,602,663	$3,602,663	$385,518	$3,217,145	Yes

Recommendation

Approval.

Background

In 2022, the Village of Northbrook was awarded $927,022 in Surface Transportation Program (STP) grant funding for the resurfacing of Walters Avenue from Pfingsten Road to Shermer Road through the Chicago Metropolitan Agency for Planning. Construction is programmed to occur in 2028. Walters Avenue is rated as “having many failures,” demonstrating that rehabilitation is necessary. Additionally, the 6 and 8-inch water main on Walters Avenue was originally built in 1916 and will be replaced in conjunction to the paving project to maintain uninterrupted water service and minimize impacts to residents. Within the project area, the

Master Bicycle and Pedestrian Plan (MBPP) recommends the installation of separated bike lanes along this segment of road as Project L23. Project L23 is ranked priority 6, the highest priority among projects in the MBPP.

The Village underwent a preliminary study in 2023 to more thoroughly review the potential bike facilities that could be implemented on Walters Avenue, the impacts associated with any potential bike facility, and to gather public input on any potential projects. Given feedback from the public outreach collected through multiple open houses. The initial open house was held in 2023 and two additional open houses were held in 2025. During these open houses, the vast majority of the feedback received from residents was against any modification of the roadway. The main concerns provided by residents were regarding tree impacts and loss of parking. With this feedback, the project does not anticipate the addition/inclusion of a dedicated bicycle facility (i.e. bike lane) or substantial changes to the roadway cross section, however, intersection improvements will be reviewed throughout the corridor as part of this project.

Staff prepared a Request for Proposals (RFP) package for design engineering for this project. The RFP was posted on the Village website on September 5, 2025. Five (5) firms submitted proposals, and three finalist firms were selected for interviews. Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois ("Consultant") submitted the most responsive and responsible proposal that best demonstrated their understanding of the project.

Staff recommends Village Board approval of a Resolution Approving an Agreement for Walters Avenue Corridor Phase II Engineering Design with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois. Staff will be in attendance at the Village Board meeting for any questions that may arise.

Resolution Authorizing a Contract for Walters Avenue Corridor Phase II Engineering Design with Gewalt Hamilton Associates
Exhibit A - Contract for Walters Ave Ph. II with GHA
Supplemental Info - Walters Avenue CIP Information

Resolution 2026- _____

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving an Agreement for Walters Avenue Corridor Phase II Engineering Design with Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Draft Fiscal Year 2027 Budget includes funds to design the Walters Avenue Water Main Replacement and Roadway Resurfacing Project ("***Project***"). Given feedback from the public outreach, the Project does not anticipate the addition of a bicycle facility or substantial changes to the roadway cross section, however, intersection improvements will be reviewed throughout the corridor as part of this Project. Included in the budget are funds for Phase II engineering services ("***Services***") for the Project.

The Village prepared a Request for Proposals ("***RFP***") package that was advertised on the Village's website. Five firms submitted qualifications, and three firms were interviewed. Staff has determined that Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois ("***Consultant***") submitted the most responsive and responsible qualifications and best demonstrated their ability to complete the Services.

Based on these factors, Village staff recommends entering into a consultant services agreement between the Village and the Consultant for the completion of the Services for the Project in the amount of $385,518 ("***Agreement***"). The Village's Draft Fiscal Year 2027 Budget contains sufficient funds for the portion of the Project to be completed in Account No. 21-4180-727-00 (Water Main Extension).

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement with the Consultant.

Section 2. Approval of the Agreement.

The Agreement with the Consultant is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Agreement.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement executed by the Consultant; provided, however, that if such executed copy of the Agreement is not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Boad of Trustees, be null and void.

Adopted:

RESULT:
MOVER:
SECONDER:
AYES:
ABSTAIN:
ABSENT:
AWAY:

ATTEST:

Village President

Village Clerk

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PHASE II ENGINEERING DESIGN FOR

WALTERS AVENUE WATER MAIN AND ROADWAY IMPROVEMENTS

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PHASE II ENGINEERING DESIGN FOR

WALTERS AVENUE WATER MAIN AND ROADWAY IMPROVEMENTS

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ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Scope of Services

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ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN

THE VILLAGE OF NORTHBROOK

AND

GEWALT HAMILTON ASSOCIATES, INC.

PHASE II ENGINEERING DESIGN FOR

WALTERS AVENUE WATER MAIN AND ROADWAY IMPROVEMENTS

In consideration of the mutual promises set forth below, the Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Gewalt Hamilton Associates, Inc., a corporation ("Consultant"), make this Contract as of the 11th day of March, 2026, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish the Project, as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B, the Submittal Requirements attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.

3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional practice and in full compliance with, and as required by or pursuant to, this Contract.

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date"

or, if the Services are to be performed in separate tasks with separate completion dates, the "Completion Dates" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in Attachment C or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be requested by Owner to fully document the Services ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment C or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and warrants that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and warrants that it is ready, willing, able, and prepared to begin the Services on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in Attachment D. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel can be reached

on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel. Prior to terminating the employment of any Key Project Personnel, or reassigning any of the Key Project Personnel to other positions, or upon receiving notification of the resignation of any of the Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of Consultant. Every subcontract shall include a provision binding the subcontractor to all provisions of this Contract.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense and except as otherwise provided in Attachment D: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by the Consultant, are necessary for the performance of the Services, and are not already provided for in Attachments B and D; (i) except as provided in Article IV of this Contract provide, all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever

Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable

adjustment is due and shall, in all events, be submitted no later than two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within two business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III

CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Consultant's Responsibilities.

A. Standard of Care. Consultant agrees that the Services and all components thereof shall conform to the requirements of this Contract; shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract; shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized consulting firms performing services of a similar nature in existence at the time of performance of the Services; and the Services shall free from defects and flaws in design consistent with such standards of professional practice, care and diligence. The standards and obligations contained herein shall be in addition to any other requirements expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care.

3.3 Risk of Loss

The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or failure to meet the standard of care and for any losses or costs to repair or remedy any work undertaken by Owner based upon the

Services as a result of any such errors, omissions, negligent acts or failure to meet the standard of care. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. **Such policies shall be in a form acceptable to Owner and from companies with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.** Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while correcting any failure to meet the standard of care pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverages and limits set forth in Attachment A.

4.2 Indemnification

Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant; (A) as to Consultant's professional activities, indemnify, and save harmless Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, (collectively "Claims") that may arise out of or in connection with Consultant's negligent performance of, or failure to perform, the Services or any part thereof; and (B) as to all other activities of Consultant, indemnify, save harmless and defend Owner against any and all Claims that may arise, or be alleged to have arisen, out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, provided that Consultant shall not be required to indemnify Owner under provisions A or B of this Section for injury or damage to the extent caused by the negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate tasks, for each task; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate tasks, for each task; (c) the estimated percent completion, and, if the Services are to be performed in separate tasks, for each task; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services, or, if the Services are to be performed in separate tasks, each task of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each task of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each task of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such task of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or task of Services, as the case may be. As soon as practicable after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate tasks, the balance of that portion of the Contract Price with respect to such task of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular task of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular task of Services, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI
REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Consultant's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.

2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price.

3. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

4. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

5. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other

person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Consultant shall not (1) assign this Contract in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications to Owner shall be addressed to, and delivered at, the following
address:

Village of Northbrook
Public Works Center
655 Huehl Road
Northbrook, Illinois 60062
Attention: Keeley Evans, Project Manager

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Documents

Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner. At Owner's request, or upon termination of this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant

shall maintain files of all Documents unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF NORTHBROOK:

By: _____
Derek Gau
Title: Village Clerk

By: _____
Cara L. Pavlicek
Title: Village Manager

Attest/Witness:

GEWALT HAMILTON ASSOCIATES, INC.:

By: _____
Brian Wesolowski
Title: ~~Secretary~~ Director of Civil Services

By: _____
Title: ~~President~~ CEO

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project Background:

The Village of Northbrook ("Village") is requesting proposals for professional engineering consultant services ("Consultant Services"), for completion of Phase II Engineering Services for the replacement of 6-to-8 inch water main and the resurfacing of Walters Avenue from Pfingsten Road to Shermer Road as outlined in the Village's Capital Improvement Plan (CIP). Phase I Engineering design and a Project Development Report ("PDR") have been substantially completed and are currently in review with IDOT. Construction of both water main and roadway will commence in 2027.

2. Approvals and Authorizations:

Consultant shall obtain any required approvals and authorizations listed in the Scope of Services in Attachment B.

3. Commencement Date:

The date of execution of the Contract by Owner.

4. Completion Date:

Final Completion/Project Acceptance – December 31, 2026, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

5. Insurance Coverages:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:
$1,000,000 injury-per occurrence

$500,000 disease-per employee

$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

General Aggregate: $2,000,000 Bodily Injury and Property Damage Combined Single Limit for this Project.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured and a Cancellation Notice recipient on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: The Village of Northbrook, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

N/A

All additional public or private property owners as needed on all policies with the exception of Worker's Compensation and Professional Liability.

6. **Contract Price:**

SCHEDULE OF PRICES

For providing, performing, and completing each task of Services, an amount equal to Consultant's Direct Labor Costs, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each task of Services, the following not to exceed amount set forth opposite each such task except as adjusted by Change Order issued pursuant to Section 2.1 of the Contract:

TOTAL NOT TO EXCEED CONTRACT PRICE:

Three Hundred Eighty-Five Thousand Five Hundred Eighteen Dollars and **Zero** Cents
(in writing) (in writing)

385,518 Dollars and **00** Cents
(in figures) (in figures)

7. **Payments:**

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel+ as set forth on the list supplied by Consultant attached hereto and referenced as Attachment A1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

ATTACHMENT B

SCOPE OF SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in the Project. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under the Contract. Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

After written authorization to proceed, Consultant shall provide, perform and complete the following:

Scope of Services/Tasks:

PHASE A – Plan Review/Final Engineering

SUBMITTAL 1 – (50% COMPLETE):

- Conduct a complete and detailed topographical survey (including all above & underground utilities, structures, ground contours at 1-foot intervals, critical ground spot elevations, trees, fences, mature landscaping, bushes, property lines, etc.) of the work site from Pfingsten Road to Shermer Road. The consultant shall follow all applicable IDOT policies and procedures for work within IDOT ROW during the topographic survey work.
    - All trees over 3 inches (DBH) and within 25 feet of the right of way line should be shown and size labeled. Measurement of each tree located in wooded areas, i.e. beyond the tree line, is not required.
    - All existing storm sewer inlets/manholes/catch basins should be labeled with their internal diameter, material type, and structural condition. This information to be shown along with rim and invert callouts on the plan sheets.
    - All inverts shall be field measured.
    - Right of way should be shown within 1 foot accuracy. Reliance solely on GIS parcel data to establish ROW is not acceptable.
- Coordinate with the Village's GIS Consortium contact to obtain all available aerial contour mapping and utility data for each Component Project work site and immediately surrounding area. This includes the 2009 Cook County Lidar data that Northbrook GIS staff has converted to Lidar (.las) files to represent a 1-ft contour surface. This data is only intended to supplement and not replace the detailed field topographical survey. The selected consultant will need to execute a data sharing agreement with the Village to obtain said data.
- Coordinate utilities (Nicor, ComEd, AT&T, Comcast, various telecommunication facilities, railroad and IDOT signal and interconnection facilities etc.). This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within the work site. Include all Village provided archived project "as-constructed" information in the design documents.
- Set up and attend kickoff or review meetings with permitting agencies.
- Identify and initially submit of all required and applicable permits, including, but not limited to IDOT, IEPA, IEPA-NPDES, NCCSWCD, CCFPD, IDNR-OWR, Wetland delineation and initial submittal to the USACE for the necessary Permits or Letters of No Objection, etc.
- Provide the Village with expected permitting fees for all involved permits.

- Assess items recommended by the Village's sustainability commission that may be incorporated into project including but not limited to incorporation of permeable pavements, warm-mix asphalt, and integrated artwork, seating, native landscaping, and other site beautification treatments.
- Submit 50% plans marked "Preliminary" to Village of Northbrook Staff.
- Submit Engineering Drawings (Exist. & Proposed Conditions Plan, Utility & Profiles), spot curb repair improvements, site beautification improvements, and proposed construction staging to be reviewed/approved by Village staff. Specifications, Quantities, and Standard Details are not required for Submittal 1. Five (5) hard copies to be provided, all drawings will be full-sized (24"x36"). One electronic copy (pdf-format) will also be provided.
- Submit a preliminary Engineer's Opinion of Probable Construction Cost, clearly delineating Grant Eligible expenses vs non grant eligible expenses.
- Identify any required temporary and/or permanent easement(s). Scope, man-hours, and cost for preparation of the easements will be negotiated with the selected consultant once the need for the easements has been determined. This work would be paid for separately via a change order.
- Evaluate to determine if any storm-water Best Management Practices (BMPs), including green infrastructure improvements, can be incorporated.
- Identify impacts to existing trees. Coordinate with CCFPD and Village Forrester to minimize/mitigate impacts to trees.

SUBMITTAL 2 – (95% COMPLETE):

All applicable sections of Submittal 1 shall be included in Submittal 2.

- Include a Utility Matrix showing the conflicts identified with each Utility and the resolution. This submittal will include modifications from the Utility Companies made in Submittal 1.
- Procure all required and applicable Permits, including, but not limited to the IDOT, IEPA, IEPA-NPDES, NCCSWCD, CCFPD, IDNR-OWR, USACE, etc.
- Submit 95% plans marked "Pre-Final" to Village of Northbrook Staff.
- Submit Engineering Drawings (including but not limited to: Title Sheet, Summary of Quantities, Exist. & Proposed Conditions Plan, Utility Plans, Utility Crossing Data at all major locations, Utility Profiles, Tree Removal & Preservation Plan, Restoration/Landscape Plan, Tree Plantings, Details, General Notes, Typical Sections, Traffic Control & Protection, SWPPP) and Project Specifications to be reviewed/approved by Village staff. Five (5) hard copies to be provided, all drawings will be full-sized (24"x36"). Two electronic copy (pdf-and MSWord formats) will also be provided.
- Submit an updated Engineer's Opinion of Probable Construction Cost clearly delineating Grant Eligible expenses vs non Grant Eligible expenses.
- Incorporate any identified storm-water BMPs and green infrastructure improvements.
- Obtain Village Tree Removal & Preservation Permits.
- Provide copy of consultant's internal quality assurance (QA) review notes/responses. QA documentation should at a minimum include:
    - Checked quantity calculations
    - Checked Cost estimate/unit pricing review
    - Notes from designer's field visit to field check of 95% plans
    - Construction feasibility review
- Submit Pre-Final Plans, Specifications, and Estimates to IDOT are expected to occur no later than May 2026.

PHASE B - BID PACKAGE/FINAL ENGINEERING & BID REVIEW ASSISTANCE:

- Obtain all required and applicable permits.
- Evaluate Final Engineer's Opinion of Probable Construction Cost clearly delineating Grant Eligible expenses vs non Grant Eligible expenses.
- Submit Engineering Drawing Set, marked "Final", including all drawings from submittal 2.
    - Five hard copies shall be provided to Village staff for bidding. All drawings will be full-sized (24"x36"). One electronic copy (pdf-format) will also be provided.
- Include Final Project Specifications, with Special Provisions (including everything from submittal 2).
    - Five hard copies to be provided to Village staff for bidding. Two electronic copies (word and pdf-format) will also be provided.
- Finalize and/or follow-up on any grants applied for and to ensure project(s) eligibility is maintained.
- Provide Village with all project CAD drawings (dwg-format) in AutoCAD Civil3D 2018 file format. Included shall be a single CAD file which shall contain all required information needed for construction layout performed with a GPS unit.
- Assist Village in Competitive Bidding Process with Area Contractors by:
    - Answering technical questions from contractors during bidding process.
    - Issuing any Addendums, if necessary.
    - Reviewing first and second low bidder references, similar work history and availability.
        - Research and determine other recent projects not listed on their reference sheet. Contact those municipalities or owners to get feedback (in addition to the reference check)
    - Providing recommendation to award letter
    - Provide summary of quantity sheet listing each contractor's submitted price per pay item for verification of low bidder (Bid Tab).
- Submit Final Plans, Specifications, and Estimates to IDOT are expected to occur no later than August 2026.
- Obtain Village Tree Removal & Preservation Permits.

PHASE C - CONSTRUCTION PHASE ASSISTANCE (AS-NEEDED)

- Provide plan interpretation assistance during construction of the project. Provide shop drawing review assistance. The Village believes approximately 60 hours of the project designer's time will be required for this work item. It is the consultant's responsibility to manage the project budget to ensure hours are reserved for use during construction. Note that a future RFP will be issued for construction observation services.

ATTACHMENT B-1

SCOPE OF SERVICES CONT.

GEWALT HAMILTON ASSOCIATES, INC.

PROJECT APPROACH AND UNDERSTANDING

Project Understanding

Gewalt Hamilton Associates, Inc. (GHA) is well qualified to support the Village of Northbrook with this mutli-faceted corridor improvement project. With decades of experience developing contract documents and construction support for all three anticipated bid packages, the project represents a combination of several GHA services. In fact, GHA recently partnered with the Village on the successful replacement of 15,000 feet of water main as part of the 2024/2025 Village Water Main Replacement Project, which we are proud to include as one of project references. We have also delivered similar projects successfully for several communities, including Buffalo Grove, Palatine, and Libertyville.

GHA understands that this project centers on design engineering services for several improvements within Walters Avenue corridor in the Village of Northbrook. The first improvement will be for storm sewer lining and spot repairs, followed by replacement of problematic 100+ year old watermains the following year. Lastly, the Village has secured STP funding to complete roadway resurfacing and ADA improvements project that will essentially "restore" this roadway to good condition after the previous improvements.

GHA acknowledges that the Phase I Project Development Report (PDR) has been substantially completed and is currently under review at IDOT; however, the information provided in the RFP Addendum indicates that the Village is interested in investigating some alterations to the current design, namely at major intersections. We come to the project with several options to consider, while remaining sensitive to the public's concern regarding tree and parking impacts.

Project Approach

Minimizing Disruption While Advancing Village Goals

GHA understands that multi-phased corridor improvement projects contain several moving parts and can be highly disruptive to residents. Hence, our approach begins with communication. Three separate construction contracts within the same corridor over a two-year span require a qualified, unified team to manage and coordinate. We propose a singular point of contact, **John Briggs,** to streamline the flow of communication between GHA and Village staff. His charge is to understand the Village's goals and objectives for this project, set the schedules and milestones that will achieve them, and to ensure that the various teams within GHA are collaborating with each other to deliver the bid packages. John is already the main point of contact for the Lee Road Water Main project, simplifying the communication between the Village and GHA.

Our team will begin by establishing plan sets for each construction contract and continually monitor them for consistency in the improvements and restorations identified. While the first sewer lining contract design is progressing, we will review the PDR with the Village and identify any desired adjustments. Our experience has taught us that these adjustments may trigger the need to amend the approved Phase I PDR, which will become a schedule critical item.

Prior to completing Final Engineering Plans, GHA will run each construction package through our QA/QC process to identify any potential issues. Our experienced staff is aware of the common pitfalls that could delay a project or severely impact residents and will work to limit these issues in a practical manner. This experience is forged in part by having our design teams not only develop plans in the office, but also observe the construction firsthand, giving us valuable insight into the challenges that typically arise in the field and the ability to proactively address these issues with pay items, specifications, and plan details in the contract documents. Examples of some of these requirements include:

- Balancing length of contract versus contractor efficiency to limit residence disruption.

- Specifying rubber tracked equipment and plywood in parkways to minimize disturbance.
- Identifying construction staging areas.

We continually emphasize this important step internally to reduce risk on behalf of our client to determine if any design changes should be considered for constructability purposes and ensure consistency across all construction packages. Upon completion of the design, our office will coordinate and submit the work to the IEPA, IDOT, and other required agencies for a permit or approval for letting.

Detailed Scope of Services

GHA will provide complete professional engineering services to support the design and required permitting and approvals of three separate construction packages primarily on Walters Avenue between Pfingsten Road and Shermer Road The bid packages are anticipated to be the following:

1. 2026 Sewer Lining Contract (Local Funding)
2. 2027 Water Main Replacement Contract (Local Funding)
3. 2027 Roadway Resurfacing Improvements Contract (Local and STP Funding)

Our scope of services is detailed below, following the phases identified in the RFP.

PHASE A – Plan Review/Final Engineering
SUBMITTAL 1 – (50% COMPLETE):

1. Surveying and Data Collection

- ✓ Establish accurate right-of-way lines using multiple verified sources, not relying solely on GIS.
- ✓ This task shall include coordination with the Village's GIS Consortium to obtain available mapping information of the project site and surrounding areas to supplement the detailed topographic survey. GHA will execute a data-sharing agreement as required.
- ✓ Convert the topographic survey collected during the phase 1 to AutoCAD and updating utility information as necessary for the water main design work.

2. Technical Evaluations

- ✓ Provide recommendations for water main and casing pipe materials based on site conditions and long-term maintenance considerations.
- ✓ Coordinate with the Village's GIS Consortium partner to obtain and incorporate supplemental data (including 2009 LiDAR contours). GHA will execute a data-sharing agreement as required.

3. Utility Coordination

- ✓ Facilitate utility coordination with all relevant entities (ComEd, Nicor, AT&T, Comcast, IDOT, telecoms, etc.).
- ✓ Initiate a design-stage JULIE request and compile utility base mapping, integrating as-built information from Village archives.
- ✓ Engage in proactive communication with utility owners to identify potential conflicts early and streamline resolutions.
- ✓ Manage and develop correspondence and develop lists associated with lead service line replacements that will need to be included in the project. Mail out fliers with approved language from Northbrook to manage this process as well as coordinate and inspect homes based on responses from residents for lead service line verifications per IEPA requirements.
- ✓ Manage and develop correspondence related to the sewer lining project and mail notices to all affected residents.

4. Alignment Study and Alternatives Analysis

- ✓ Develop a water main alignment report evaluating existing ROW conditions, utility constraints, and viable alignment options. Each alignment will be paired with estimated construction costs and associated construction methods.
- ✓ Present findings to Village staff and facilitate consensus around a recommended alignment.

5. Regulatory Engagement and Permitting

- ✓ Coordinate and attend meetings with regulatory and permitting agencies.
- ✓ Prepare and submit initial applications to all applicable agencies, including but not limited to:
  - IDOT
  - IEPA (including NPDES)
  - NCCSWCD
  - CCFPD
  - IDNR-OWR
  - MWRD
  - IHPA
  - USACE (for wetlands or Letters of No Objection)
- ✓ Provide the Village with a breakdown of anticipated permitting fees, license agreements, and required submittals.

6. Preliminary Engineering Design

- ✓ Prepare and submit 50% design plans showing existing and proposed conditions, utility layouts, profiles, construction staging, and typical sections. Specifications and quantities will be excluded at this stage.
- ✓ Identify any potential need for temporary or permanent easements. If easement preparation is necessary, GHA will provide scope, hours, and fee under a future amendment or change order.
- ✓ Submit five (5) full-size (24" x 36") hard copies and one PDF of the preliminary plan set for each of the three identified bid packages.
- ✓ Provide a preliminary Engineer's Opinion of Probable Construction Cost, clearly delineating grant participatory versus non-participatory items.

7. Phase I Addendum

- ✓ Meet with the Village to confirm final adjustments to the Phase I PDR. Adjustments are anticipated to include the addition of new curb extensions at select intersections or modifications to the existing curb extensions at the Cedar Lane intersection.
- ✓ Coordinate with IDOT BLRS to process a Phase I Re-Evaluation inclusive of the changes identified by the Village.

NOTE: *This scope does not include public engagement as part of the Phase I Re-Evaluation. In the first coordination meeting with IDOT BLRS, GHA will confirm the requirements for public involvement, if any. A public open house is included in Phase B to specifically to discuss the upcoming construction schedules and impacts with resident stakeholders after approval of the Phase I Addendum, prior to construction.*

8. Environmental and Sustainability Considerations

- ✓ Assess items recommended by the Village's sustainability commission that may incorporated into the project (ex. permeable pavements, warm-mix asphalt, integrated artwork, seating, native landscaping, site beautification, etc.)
- ✓ Evaluate opportunities for stormwater Best Management Practices (BMPs), including the potential for green infrastructure enhancements.

- ✓ Assess impacts to trees and coordinate with the Village Forester and CCFPD to minimize or mitigate disturbance.

9. Private Utility Locating

- ✓ Coordinate a third-party private utility locating service for field identification of underground infrastructure. Located utilities will be surveyed and added to the plan set. This cost will be presented as a lump-sum direct cost under a future amendment or change order, if determined necessary.

10. CCDD Coordination (Performed by GZA)

- ✓ GZA will complete a Preliminary Site Investigation, continuing from their work completing the PESA in Phase I.

SUBMITTAL 2 – (95% COMPLETE):

Building on the initial design submittal, GHA will advance each package to 95%, or Pre-Final, completion with refined and coordinated plan sets, updated cost estimates, and supporting documentation that positions the project for final approval, permitting, and bidding. Key tasks include:

1. Integrated 95% Plan Sets

- ✓ Incorporate all relevant elements from the 50% submittal, updated to reflect Village feedback, utility coordination outcomes, and refined design decisions.
- ✓ Submit three comprehensive plan sets marked "Pre-Final" that may include:
  - Title Sheet
  - Summary of Quantities
  - Existing and Proposed Conditions Plans
  - Utility Plans and Profiles
  - Utility Crossing Data at major locations
  - Tree Removal and Preservation Plan
  - Restoration and Landscape Plans
  - Proposed Tree Plantings
  - Lead Service Line Replacement Specifications
  - Construction Details and General Notes
  - Typical Sections
  - Maintenance of Traffic and Traffic Control & Protection
  - Stormwater Pollution Prevention Plan (SWPPP)
  - Soil boring logs and relevant geotechnical information
- ✓ Deliver five (5) full-size hard copies (24" x 36") and two electronic copies (PDF and Microsoft Word formats) or each bid package for Village review.
- ✓ Submital of Pre-Final Plans, Specifications, and Estimates to IDOT will follow the CMAP District 1 Local Roads Letting schedule and be submitted by May 15, 2026 for a November 6, 2026 letting.

2. Utility Conflict Matrix

- ✓ Prepare a Utility Matrix summarizing each known utility conflict along the corridor, including status, resolution approach, and any modifications made since the initial utility coordination phase. This provides the Village with a clear record of coordination progress and anticipated field conditions.

3. Permitting Progress

- ✓ Complete and submit all required regulatory permits, licenses, and approvals, including (but not limited to):

- IDOT
- IEPA (including NPDES)
- NCCSWCD
- Cook County Forest Preserve District (CCFPD)
- IDNR – Office of Water Resources
- MWRD
- USACE
- IHPA

✓ GHA will monitor the status of each permit to help maintain project readiness for bidding and construction.

4. Updated Engineer's Opinion of Probable Construction Cost

✓ Revise and submit updated opinion of probable construction costs based on the 95% plans, utility adjustments, and material recommendations. The estimates will clearly delineate participatory versus non-participatory project elements.

5. Incorporation of Stormwater BMPs

✓ Integrate any feasible stormwater Best Management Practices (BMPs) or green infrastructure elements identified in earlier design phases to enhance sustainability and environmental compliance.

6. Tree Permitting

✓ Finalize coordination with the Village Forester to obtain tree removal and preservation permits, if required based on the updated design and alignment.

7. Internal Quality Assurance Review

✓ Conduct and document a full internal QA/QC review, including:
- Verification of quantity take-offs
- Review of unit pricing and overall cost estimates
- Notes from the designer's field check of the 95% plans
- Review of construction feasibility, sequencing, and maintainability

✓ Provide the Village with a copy of QA documentation to demonstrate the rigor of GHA's internal controls and plan accuracy.

PHASE B – BID PACKAGE/FINAL ENGINEERING & BID REVIEW ASSISTANCE

✓ Prior to the start of construction, GHA will facilitate a public open house to inform residents of the anticipated construction schedules and impacts of the water main and resurfacing projects. The impacts will focus on expected street closures, sidewalk outages, and water service disruptions.

✓ Obtain all required and applicable permits as identified in prior phase.

✓ Prepare up to three separate bid packages as needed to ensure adherence to the project's construction schedule.

✓ Develop a Final Engineer's Opinion of Probable Construction Cost, reflecting all design refinements and delineating participatory versus non-participatory items for STP funding.

✓ Produce a complete, Final Engineering Drawing Set for each bid package incorporating all drawings from Submittal 2 that are clearly marked "Final."

✓ Deliver five full-sized (24" x 36") hard copies of the final drawings to Village staff for bidding, along with one electronic PDF copy for ease of distribution and review.

✓ Compile Final Project Specifications, including all Special Provisions from Submittal 2.

✓ Provide five hard copies of the specifications for Village use and two electronic copies in both Word and PDF formats.

- ✓ Finalize and verify any grant applications to ensure continued project eligibility and compliance with funding requirements. This includes Quarterly Status updates required for receipt of the STP funding.
- ✓ Supply the Village with all project CAD drawings in AutoCAD Civil3D 2018 format.
- ✓ Include a single, comprehensive CAD file containing all necessary construction layout information compatible with GPS units, streamlining field operations.
- ✓ Support the Village throughout the Competitive Bidding Process by:
  - Conducting a mandatory pre-bid meeting to clarify project requirements and expectations.
  - Responding promptly and thoroughly to technical inquiries from contractors.
  - Issuing addenda as necessary to address bid clarifications or adjustments.
  - Reviewing the first and second low bidders' references, work history, and availability.
  - Conducting independent outreach to additional municipalities or owners to gather unbiased feedback on bidders' recent project performance.
  - Preparing a recommendation letter for award based on a thorough evaluation of qualifications and pricing.
  - Providing a detailed bid tabulation summary that verifies each contractor's submitted price per pay item, ensuring transparent low bidder verification.
- ✓ Letting of the 2027 STP Roadway Resurfacing contract will be conducted through IDOT District 1 Bureau of Local Roads. Final Plans, Specifications, and Estimates will be submitted to IDOT by July 27, 2026 for an anticipated November 6, 2026 letting.

PHASE C – CONSTRUCTION PHASE ASSISTANCE (AS-NEEDED)

- ✓ Offer ongoing plan interpretation assistance throughout construction to facilitate smooth project execution.
- ✓ Review and respond to shop drawings to maintain quality and design intent.
- ✓ Allocate approximately 60 hours of the project designer's time to support construction phase needs, providing responsive, expert guidance

MANHOURS AND NOT TO EXCEED TOTAL FEE

To support the Village in making confident, well-informed decisions, GHA has prepared a clear and comprehensive cost breakdown that includes all reimbursable expenses as well as a schedule of estimated man-hours and rates.

Our schedule of estimated man-hours and rates demonstrates not only the resources needed for each phase, but also how our team will efficiently apply them to deliver value at every step. The following provides a transparent view of hours, rates, direct costs, and the overall NTE amount for the project.

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

September 30, 2025
Revised November 3, 2025
Revised January 8, 2026

Village of Northbrook
655 Huehl Road
Northbrook, IL 60062

Attention: Ms. Keeley Evans
Project Manager

Re: Engineering Services Scope and Fee
Walters Avenue Water Main and Roadway Improvements
From Pfingsten Road to Shermer Road
Phase II Design Engineering Services
GHA Proposal: 2025.M065

COMPENSATION FOR SERVICES

Based upon the scope of services identified within the Detailed Scope of Services section of this proposal, GHA proposes a Time and Material, not to exceed fee as detailed on the attached labor calculation sheet and as summarized below:

SCOPE OF SERVICES (PHASE A)	TOTAL HOURS	LABOR COSTS
TOPOGRAPHIC SURVEY**	153	$ 25,806
2026 SEWER LINING (SUBMITTAL 1&2)	168	$ 27,675
2027 WATER MAIN (SUBMITTAL 1&2)	726	$ 123,300
2027 ROADWAY RESURFACING (SUBMITTAL 1&2)	440	$ 75,792
PERMITTING	154	$ 26,856
PHASE A TOTAL	**1551**	**$ 279,429**

SCOPE OF SERVICES (PHASE B)	TOTAL HOURS	LABOR COSTS
2026 SEWER LINING (FINAL SUBMITTAL)	68	$ 13,536
2027 WATER MAIN (FINAL SUBMITTAL)	124	$ 23,728
2027 ROADWAY RESURFACING (FINAL SUBMITTAL)	54	$ 16,880
PHASE B TOTAL	**246**	**$ 54,144**

SCOPE OF SERVICES (PHASE C)	TOTAL HOURS	LABOR COSTS
CONSTRUCTION ASSISTANCE	60	$ 9,820
PHASE C TOTAL	**60**	**$ 9,820**

PROJECT TOTALS	COSTS	
PHASE A LABOR	$	279,429
PHASE B LABOR	$	54,144
PHASE C LABOR	$	9,820
GEOTECHNICAL SERVICES (SMC)**	$	6,814
SPECIAL WASTE SERVICES (GZA)	$	33,055
REIMBURSEABLES	$	2,256
TOTAL	**$**	**385,518**

***** Denotes items that may be reduced after a review of the data collected and analysis performed during the Phase I Project Development.***

Additional services, contingent services and services beyond the scope of work shall be provided only on the express request of the Village.

Reimbursable expenses such as printing, vehicle charges, and out of town travel when required by the Village shall be billed directly to the Village without mark up. Invoices will be submitted monthly. The reimbursable expenditure under this contract shall not exceed the value listed in the fee schedule unless prior approval of the Village is obtained.

Thank you again for the opportunity to present this proposal. If you have any questions or comments, please feel free to call. If this proposal is acceptable, please sign one copy of it and return it to our office at your earliest convenience.

Sincerely,

Gewalt Hamilton Associates, Inc.

Brian J. Wesolowski, P.E., CFM
Director of Site Services

ATTACHMENT C

SCHEDULE

Final Completion/Project Acceptance – December 31, 2026, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

Note: Written authorization from the Village is required before proceeding with each phase.

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. Key Project Personnel Contact Information:

Name/Project Function:	Telephone:	E-Mail:
Brian Wesolowski/Client Manager	847-821-6235	BWesolowski@GHA-Engineers.com
John Briggs/Project Manager	847-821-6232	JBriggs@GHA-Engineers.com
Wadee Rafati/Water Main Lead	847-821-6262	WRafati@GHA-Engineers.com
Kevin Belgrave/Roadway Resurfacing Lead	847-821-6226	KBelgrave@GHA-Engineers.com

Fund: Water Fund **FY 2027 - FY 2031**

Department: Public Works Department
Project Type: Water Main Replacement
Project Name: Walters Avenue Water Main: Shermer Road to Pfingsten R
Phase: Engineering & Design, Construction Oversight & Construction
Cost: $3,413,800

Priority Code: A - Essential and immediate need
CAP Item: No
Grant Funding: No

Overview

As part of the Village's Water Fund review, the Village instituted a water main replacement program with the focus of replacing 1.5 miles of water main annually. The program's focus is to replace 6-inch cast iron main within the water distribution system, as this main is historically the worst performing classification of main in the distribution system.

The 1916 6-inch and 8-inch cast iron water mains on Walters Avenue between Pfingsten Road and Shermer Road have been scheduled for replacement due to their age and overall condition. Staff anticipates that contractual topographic surveys and engineering design will be conducted in FY 2025 – FY 2027, with construction planned for FY 2028. The replacement of these water mains coincides with the road rehabilitation and bike and pedestrian improvements planned for FY 2027/2028. Water main-quality pipe liners for other utilities will be added in FY 2027, before the water main replacement.

Segment	Limits	Existing Size	Replace With	Length	Year
Walters Avenue	Pfingsten to Western	8 inch	12 inch	2600 feet	1916
Walters Avenue	Western to Greenbriar	6 inch	12 inch	1350 feet	1916
Walters Avenue	Greenbriar to Shermer	8 inch	12 inch	1260 feet	1916

Cost Schedule

	Actuals		Budget	Estimate	Recommended Budget				
Component	**FY 24**	**FY25**	**FY 26**	**FY 26**	**FY 27**	**FY 28**	**FY 29**	**FY 30**	**FY 31**
Engineering & Design	-	120,295	284,400	284,400	347,905	-	-	-	-
Construction Oversight & Construction	-	-	-	-	166,680	2,899,215	-	-	-
Total	**-**	**120,295**	**284,400**	**284,400**	**514,585**	**2,899,215**	**-**	**-**	**-**

Planned Financing

	FY 24	FY25	FY 26	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Grants	-	-	-	-	-	-	-	-	-
Operating Revenues	-	120,295	284,400	284,400	514,585	-	-	-	-
Fund Bal Drawdown	-	-	-	-	-	-	-	-	-
Debt <=5 Years	-	-	-	-	-	-	-	-	-
To Be Determined	-	-	-	-	-	2,899,215	-	-	-

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one percent (1%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price for the Axon Device, or if for Services, the amount paid for such Services over a twelve (12) month period. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

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use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices, excluding product manufacturing claims; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of Customer's improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

    19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

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This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the state where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. All disputes between the Parties shall be resolved solely in the Circuit Court of Cook County, Illinois. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...

Name: Robert E. Driscoll, Jr.

Title: VP, Deputy General Counsel

Date: 2/25/2026 | 5:47 PM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

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and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

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4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

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Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

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service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.

2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

3. **Full-Time TAM Scope of Services.**

   3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   3.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**

   4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   4.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the

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Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

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Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.