



## Meeting Held Electronically

### **NORTH AURORA VILLAGE BOARD MEETING MONDAY, DECEMBER 5, 2022 - 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

#### **AGENDA**

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live and remotely via telecommunications to help prevent the spread of COVID-19. For best safety practices, the public can view the board meeting remotely via telecommunications using Zoom; however, to participate must attend the meeting in person. The public can view the meeting remotely as follows:

**Website Address:** <https://us02web.zoom.us/j/83355985870>

**Meeting ID:** 833 5598 5870

**Dial In:** +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

#### **CALL TO ORDER - SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE**

#### **ROLL CALL**

#### **PUBLIC HEARING**

1. 2022 Tax Levy
2. Waterford Oaks Special Service Area 5% Increase
3. Willow Lakes Special Service Area 5% Increase

#### **AUDIENCE COMMENTS**

#### **CONSENT AGENDA**

1. Village Board Minutes dated 11/21/2022; Committee of the Whole Minutes dated 11/21/2022
2. Bills List Dated 12/05/2022 in the Amount of **\$309,664.09**
3. Approval of Resolution to Allow Messenger Public Library Permission to Utilize Elements of the Village of North Aurora Logo
4. Approval of 2023 Meeting Schedules

#### **NEW BUSINESS**

1. Approval to Purchase Microsoft O365 Licensing from Sentinel Technologies
2. Approval to Enter into a Contract AT&T FirstNet for Cellular Devices
3. Approval to Enter into a Five-Year Contract with Illinois Century Network for LEADS Access and New Circuit at North Aurora Police Department in the Amount of **\$55,902.00**

4. Approval of an Ordinance Requesting the Transfer of Certain Real Estate from the North Aurora Fire Protection District Pursuant to the Local Government Property Transfer Act and Approval of a Land Swap Agreement With the Fire District
5. Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax
6. Approval of Ordinance for the Levy and Assessment of Taxes in and for the Village of North Aurora and the Messenger Public Library, Kane County, Illinois for the Fiscal Year Beginning June 1, 2022 and Ending May 31, 2023
7. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
8. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
9. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
10. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
11. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
12. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
13. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2022 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
14. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2022 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)
15. Approval of Resolution Authorizing Application for Kane County Community Development Funds And Execution Of All Necessary Documents
16. Purchase of a New Public Works Vehicle from National Auto Fleet Group in the Amount of \$47,910.22

## **VILLAGE PRESIDENT**

## **TRUSTEE COMMENTS**

## **ADMINISTRATOR'S REPORT**

## **VILLAGE DEPARTMENT REPORTS**

## **ADJOURN**

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, November 21, 2022**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Joe DeLeo.

**PUBLIC HEARING-**Willard's Corner Annexation Agreement First Amendment

Mayor Gaffino opened the Public Hearing.

No Comments.

Mayor Gaffino closed the Public Hearing.

**AUDIENCE COMMENTS** – None

**CONSENT AGENDA**

1. Village Board Minutes dated 11/07/2022; Committee of the Whole Minutes dated 11/07/2022
2. Interim Bills List Dated 11/09/2022 in the Amount of \$333,569.76
3. Bills List Dated 11/21/2022 in the Amount of \$403,129.82
4. Approval of Ordinance Proposing the Establishment of Special Service Area No. 45 in the Village of North Aurora (Opus I-88 Corporate Park)

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**NEW BUSINESS**

**1. Approval of Special Event Permit for The Rustic Fox for Chris Kringle Holiday Market**

Administrator Bosco stated that the Rustic Fox was interested in having an outdoor market on Saturday December 3, 2022 from 10 a.m. until 6 p.m. as well as Sunday, December 4 from 11 a.m. until 5 p.m. The Rustic Fox requires a special event permit for this event due to their plan to have multiple food trucks as well as their use of parking space outside of their own.

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Curtis –yes, Trustee Guethle – yes. **Motion approved (5-0).**

## **2. Approval of Phase 2 Engineering Agreement with EEI for the Orchard Gateway STP Project in the Amount of \$295,891.00**

Director Laskowski stated that EEI had finished phase one of the engineering for the project and discovered that the Village will need to add more right away around the intersection of Hanson Boulevard and Orchard Gateway adding cost to phase two of the agreement. The initial budget was \$245,000 while the new estimate for the agreement is \$295,891. Laskowski said that the cost indirectly offset due to the Village Engineer having approached the Kane County Council of Mayors compelling them to offer an additional \$179,167 to the project. Laskowski stated that the agenda item was for the approval of the agreement.

Motion for approval made by Trustee Guethle and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Guethle – yes, Trustee Lowery – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**VILLAGE PRESIDENT** – Mayor Gaffino wished everyone a Happy Thanksgiving.

**TRUSTEES COMMENTS** – Trustee Salazar wished everyone a Happy Thanksgiving. Trustee Niedzwiedz recognized the Public Works department for their efforts with the Leaf Collection Program. Trustee Guethle echoed the sentiment.

**ADMINISTRATOR’S REPORT** – Administrator Bosco spoke about potentially simplifying the special event permit process for businesses that hold multiple events a year by offering an annual permit. Bosco also spoke about the Messenger Public Library and their new logo. The new proposed logo utilizes elements of the Village logo with the intent to show strength in the community. The Village’s logo policy states that the Board would need to approve any use of the Village’s logo, therefore the Library’s newly proposed logo would be brought back before the Board in the next meeting’s consent agenda.

## **VILLAGE DEPARTMENT REPORTS**

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – Director Laskowski informed the Board that the Leaf Collection Program had been completed for the year.
5. **Village Attorney**-None

## **ADJOURNMENT**

Motion to adjourn was made by Trustee Niedzwiedz and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully Submitted,

Jessi Watkins  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, November 21, 2022**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely  
via telecommunications.

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Joe DeLeo.

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. 2023 Meeting Schedule**

Administrator Bosco stated that per state law, the meeting schedules of Village Boards and Committees have to be available to the public. The proposed 2023 schedule was before the Board for discussion prior to going before the Board in December for approval. Bosco pointed out there were two Village observed holidays coinciding with what would be normally scheduled Village Board meetings, New Years' day of observance and Labor Day. Bosco also proposed cancelling the July 3, 2023 meeting because it coincides with the Village's fireworks presentation.

There were no questions or comments from the Board.

**EXECUTIVE SESSION** –

1. Review of the Executive Session Minutes Dated 04/18/2022 Part 1, 04/18/2022 Part 2, 05/02/2022 Part 1, 05/02/2022 Part 2, 05/02/2022 Part 3, 06/06/2022, 08/15/2022 Part 1, 08/15/2022 Part 2, 09/19/2022, 10/17/2022
2. Review of the Release of Executive Session Minutes

**ADJOURNMENT TO EXECUTIVE SESSION**

Motion to adjourn to Executive Session made by Trustee Guethle and seconded by Trustee Niedzwiedz. All in favor. **Motion approved.**

**RETURN FROM EXECUTIVE SESSION**

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Administrator Steve Bosco, Village Attorney Kevin Drendel, Police Chief Joe DeLeo.

**ADJOURNMENT**

Motion to adjourn made by Trustee Salazar and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully Submitted,

Jessi Watkins  
Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: ablasr  
 Printed: 11/30/2022 - 3:31PM  
 Batch: 00501.12.2022



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
AIM						
046510						
Flex- Nov 2022	154.00	01-430-4267	Finance Services	00036617	12/1/2022	12/05/2022
Total:	154.00	*Vendor Total				
Aurora Fastprint						
029610						
Envelopes	300.85	01-445-4507	Printing	37303-01	9/20/2022	12/05/2022
Envelopes	676.16	01-430-4507	Printing	37303-02	9/20/2022	12/05/2022
Total:	977.01	*Vendor Total				
Capital Printing & Die Cutting, Inc						
468305						
New Squad Graphics	271.37	01-445-4931	Vehicle Equip Fund Charges	INV-1628	11/17/2022	12/05/2022
Total:	271.37	*Vendor Total				
Chicago Metropolitan Agency						
034990						
CMAP Contribution	649.29	01-410-4390	Dues & Meetings	2023MUNI17	10/17/2022	12/05/2022
Total:	649.29	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW Garage	57.50	01-445-4520	Public Buildings Rpr & Mtce	4136756267	11/8/2022	12/05/2022
First Aid Supplies- PW Garage	108.58	01-445-4870	Equipment	513213685	11/8/2022	12/05/2022
Total:	166.08	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S Willowway	84.08	10-445-4660	Street Lighting and Poles	0146092024	11/4/2022	12/05/2022
Street Lights/ 1802 Orchard Gateway	66.19	10-445-4660	Street Lighting and Poles	0562144049	11/4/2022	12/05/2022
Silo Lighting/ 8 W State Street	81.80	01-445-4660	Street Lighting	1047147081	11/4/2022	12/05/2022
Street Lights/ 1200 Orchard Gateway	89.91	10-445-4660	Street Lighting and Poles	1344158042	11/4/2022	12/05/2022
Street Lights/ Rt56 & Rt25	69.78	10-445-4660	Street Lighting and Poles	1425064018	11/8/2022	12/05/2022
Street Lights/ Orchard Gateway & Deerpath	18.56	10-445-4660	Street Lighting and Poles	1776122038	11/4/2022	12/05/2022
Street Lights/ Orchard & Oak	142.92	10-445-4660	Street Lighting and Poles	1875021089	11/4/2022	12/05/2022
Street Lights/ Comskey & Orchard	83.45	10-445-4660	Street Lighting and Poles	2313121105	11/4/2022	12/05/2022
Street Lights/ 1600 Orchard Gateway	80.73	10-445-4660	Street Lighting and Poles	2579039064	11/4/2022	12/05/2022
Street Lights/ Orchard & White Oak	68.40	10-445-4660	Street Lighting and Poles	2963079050	11/4/2022	12/05/2022
Street Lights/ 19 N Lincolnway	38.90	10-445-4660	Street Lighting and Poles	2985029045	11/4/2022	12/05/2022
Street Lights/ Orchard & Orchard Gateway	104.36	10-445-4660	Street Lighting and Poles	3147017028	11/4/2022	12/05/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	929.08	*Vendor Total				
Core & Main						
039040						
Shipping Fee For Brass Fittings	13.18	60-445-4568	Watermain Rprs. & Rplcmts.	R815651-02	10/25/2022	12/05/2022
Water Main Couplings	1,931.00	60-445-4568	Watermain Rprs. & Rplcmts.	R854915	10/28/2022	12/05/2022
Total:	1,944.18	*Vendor Total				
Duke & Lee's Johnson's Garage & Towing, Inc.						
045190						
Starter Repair- Truck #180	1,019.25	01-445-4511	Vehicle Repair and Maint	078398	11/10/2022	12/05/2022
Total:	1,019.25	*Vendor Total				
Eaton Corporation						
042220						
UPS Batteries	10,655.97	71-430-4870	Equipment	947110270	7/25/2022	12/05/2022
Total:	10,655.97	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability/ Dec 2022	426.09	01-000-2057	Short-Term Disability	11132022	11/13/2022	12/05/2022
Total:	426.09	*Vendor Total				
Feece Oil						
031060						
Blue Def Exhaust Fluid	260.75	01-445-4440	Gas & Oil	2091287	11/17/2022	12/05/2022
Diesel Fuel	3,774.84	71-000-1340	Gas/Diesel Escrow	3934580	11/9/2022	12/05/2022
Total:	4,035.59	*Vendor Total				
Fox Metro Water Reclamation						
000170						
New Inspections (16)- Oct 2022	480.00	60-445-4480	New Meters,rprs. & Rplcmts.	11022022	11/2/2022	12/05/2022
Total:	480.00	*Vendor Total				
Geneva Construction Co.						
000530						
Patch For WMB Repair- Oak & Juniper	3,987.01	60-445-4568	Watermain Rprs. & Rplcmts.	20201116	11/11/2022	12/05/2022
Total:	3,987.01	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH/ Nov 2022	210.00	01-445-4520	Public Buildings Rpr & Mtce	77624	11/15/2022	12/05/2022
Total:	210.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Great Lakes Water &amp; Safety</b>						
468352						
New Sample Stations (5)	6,811.25	60-445-4568	Watermain Rprs. & Rplcmts.	1154	10/31/2022	12/05/2022
Total:	6,811.25	<b>*Vendor Total</b>				
<b>Hach Company</b>						
014100						
Reagents CL-17	244.11	60-445-4567	Treatment Plant Repair/Maint	13329053	11/8/2022	12/05/2022
Total:	244.11	<b>*Vendor Total</b>				
<b>Konica Minolta</b>						
024860						
Copier Machine Maint- PD/ Oct 2022	71.15	01-440-4510	Equipment/IT Maint	283475776	10/31/2022	12/05/2022
Copier Machine Maint- PD/ Oct 2022	129.09	01-440-4510	Equipment/IT Maint	283476149	10/31/2022	12/05/2022
Copier Machine Maint- PD/ Oct 2022	71.15	01-440-4510	Equipment/IT Maint	283476514	10/31/2022	12/05/2022
Copier Machine Maint- PD/ Oct 2022	94.49	01-440-4510	Equipment/IT Maint	283476604	10/31/2022	12/05/2022
Copier Machine Maint- PD/ Oct 2022	52.75	01-440-4510	Equipment/IT Maint	283481605	10/31/2022	12/05/2022
Copier Machine Maint- PD/ Sept 2022	95.47	01-440-4510	Equipment/IT Maint	283629456	11/4/2022	12/05/2022
Copier Machine Maint- PD/ Oct 2022	98.66	01-440-4510	Equipment/IT Maint	283629460	11/4/2022	12/05/2022
Copier Machine Maint- PD/ Aug 2022	82.72	01-440-4510	Equipment/IT Maint	283629633	11/4/2022	12/05/2022
AP Printer Maint 10/21 - 11/20	9.08	01-430-4411	Office Expenses	9008949258	10/31/2022	12/05/2022
Copier Machine Maint- PW/ Oct 2022	42.29	01-445-4411	Office Expenses	9008956294	11/1/2022	12/05/2022
Total:	746.85	<b>*Vendor Total</b>				
<b>Liberty Paving Co. Inc.</b>						
039720						
Driveway Apron Repair- 776 Chesterfield	1,500.00	60-445-4568	Watermain Rprs. & Rplcmts.	11232022	11/23/2022	12/05/2022
Total:	1,500.00	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
Return- Expandable Foam	-107.82	01-445-4510	Equipment/IT Maint	95675	11/10/2022	12/05/2022
US Flags (14) For Vet Memorial	7.96	01-490-4799	Misc. Expenditures	95677	11/10/2022	12/05/2022
Ice Melt- VH	50.94	01-445-4530	Public Grounds/Parks Maint	95881	11/14/2022	12/05/2022
Christmas Lights, Ext Cord	554.18	01-490-4761	Beautification Committee	96018	11/16/2022	12/05/2022
Total:	505.26	<b>*Vendor Total</b>				
<b>METRONET</b>						
467874						
Phone, Internet 11/24 - 12/23	844.82	01-430-4652	Phones and Connectivity	11242022-01	11/24/2022	12/05/2022
Phone, Internet 11/24 - 12/23	669.05	01-445-4652	Phones and Connectivity	11242022-02	11/24/2022	12/05/2022
Phone, Internet 11/24 - 12/23	756.12	60-445-4652	Phones and Connectivity	11242022-03	11/24/2022	12/05/2022
Phone, Internet 11/24 - 12/23	624.86	01-441-4652	Phones and Connectivity	11242022-04	11/24/2022	12/05/2022
Phone, Internet 11/24 - 12/23	1,798.52	01-440-4652	Phones and Connectivity	11242022-05	11/24/2022	12/05/2022
Total:	4,693.37	<b>*Vendor Total</b>				
<b>Monroe Truck Equipment, Inc.</b>						
031330						
Snow Plow Outfitting For 2023 Intl Truck	86,738.00	71-430-4869	Vehicles	79070	10/31/2022	12/05/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	86,738.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Police Pension Payments- Nov 2022	75.00	80-430-4581	Banking Services/Fees	8215066	10/31/2022	12/05/2022
Payroll Processing & Tax Report- Oct 2022	915.00	01-430-4267	Finance Services	9215064	10/31/2022	12/05/2022
Total:	990.00	*Vendor Total				
MSC Industrial Supply						
051190						
Disposable Gloves (5 Boxes)	90.84	01-445-4870	Equipment	51255916	10/28/2022	12/05/2022
Total:	90.84	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts	802.32	01-440-4511	Vehicle Repair and Maint	405128	3/8/2022	12/05/2022
4- Pc Mechanics Set	73.61	01-445-4870	Equipment	424715	10/27/2022	12/05/2022
Total:	875.93	*Vendor Total				
Office Depot						
039370						
Office Supplies	7.54	01-430-4411	Office Expenses	27276216600	10/27/2022	12/05/2022
Office Supplies	7.54	01-445-4411	Office Expenses	27276216600	10/27/2022	12/05/2022
Office Supplies	7.54	60-445-4411	Office Expenses	27276216600	10/27/2022	12/05/2022
Office Supplies	31.88	01-441-4411	Office Expenses	27276216600	10/27/2022	12/05/2022
Office Supplies	19.11	01-430-4411	Office Expenses	27276259600	10/27/2022	12/05/2022
Office Supplies	19.11	01-445-4411	Office Expenses	27276259600	10/27/2022	12/05/2022
Office Supplies	19.12	60-445-4411	Office Expenses	27276259600	10/27/2022	12/05/2022
Office Supplies	19.12	01-441-4411	Office Expenses	27276259600	10/27/2022	12/05/2022
Office Supplies	25.01	01-430-4411	Office Expenses	27397449400	11/2/2022	12/05/2022
Office Supplies	9.02	01-445-4411	Office Expenses	27397449400	11/2/2022	12/05/2022
Office Supplies	9.02	60-445-4411	Office Expenses	27397449400	11/2/2022	12/05/2022
Office Supplies	9.02	01-441-4411	Office Expenses	27397449400	11/2/2022	12/05/2022
Office Supplies	2.46	01-430-4411	Office Expenses	27594134200	11/7/2022	12/05/2022
Office Supplies	2.46	01-445-4411	Office Expenses	27594134200	11/7/2022	12/05/2022
Office Supplies	57.40	60-445-4411	Office Expenses	27594134200	11/7/2022	12/05/2022
Office Supplies	10.15	01-441-4411	Office Expenses	27594134200	11/7/2022	12/05/2022
Office Supplies	151.10	60-445-4411	Office Expenses	27594549200	11/8/2022	12/05/2022
Office Supplies	90.76	60-445-4411	Office Expenses	27594549400	11/7/2022	12/05/2022
Office Supplies	14.66	01-430-4411	Office Expenses	27760804500	11/17/2022	12/05/2022
Office Supplies	14.66	01-445-4411	Office Expenses	27760804500	11/17/2022	12/05/2022
Office Supplies	14.66	60-445-4411	Office Expenses	27760804500	11/17/2022	12/05/2022
Office Supplies	14.67	01-441-4411	Office Expenses	27760804500	11/17/2022	12/05/2022
Total:	556.01	*Vendor Total				
Ottosen DiNolfo						
031590						
Legal Services- Oct 2022	927.25	01-430-4260	Legal	149849	10/31/2022	12/05/2022
Total:	927.25	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Paddock Publications, Inc.</b>						
026910						
Public Hearing Notice	92.00	01-441-4506	Publishing	232812	10/31/2022	12/05/2022
Bid Notice	119.60	60-445-4506	Publishing	233730	11/7/2022	12/05/2022
Total:	211.60	<b>*Vendor Total</b>				
<b>Paddock Publications</b>						
044240						
Subscription Renewal 10/2 - 11/27	77.00	01-430-4411	Office Expenses	10022022	10/2/2022	12/05/2022
Subscription Renewal 10/11 - 12/6	77.00	01-430-4411	Office Expenses	10112022	10/11/2022	12/05/2022
Total:	154.00	<b>*Vendor Total</b>				
<b>Partners MFG. Group, Inc.</b>						
046470						
Hose Intake W/ Cuff- Leaf Machine	1,050.00	01-445-4511	Vehicle Repair and Maint	2022-2064	8/10/2022	12/05/2022
Total:	1,050.00	<b>*Vendor Total</b>				
<b>Paul L Buddy Plumbing &amp; Heating</b>						
021070						
Lead Service Replacement	9,050.00	60-445-4568	Watermain Rprs. & Rplcmts.	31642	11/10/2022	12/05/2022
Total:	9,050.00	<b>*Vendor Total</b>				
<b>Peerless Network, Inc</b>						
468245						
PRI Village/ PD	419.86	01-440-4652	Phones and Connectivity	574416	11/15/2022	12/05/2022
Total:	419.86	<b>*Vendor Total</b>				
<b>Rush Truck Centers of Illinois Inc.</b>						
046500						
2023 International Truck	81,711.00	71-430-4869	Vehicles	2801-00215	11/29/2022	12/05/2022
Total:	81,711.00	<b>*Vendor Total</b>				
<b>SHI International Corp.</b>						
047000						
Wireless Access Point For VH	353.00	71-430-4870	Equipment	B16045781	10/28/2022	12/05/2022
Total:	353.00	<b>*Vendor Total</b>				
<b>Superior Road Striping, Inc</b>						
468303						
2022 Pavement Markings	18,707.55	10-445-4540	Streets & Alleys Rpr & Mtce	815822	11/15/2022	12/05/2022
Total:	18,707.55	<b>*Vendor Total</b>				
<b>The Wild Rose Florist</b>						
026200						
Veteran's Day Wreaths (5)	387.00	01-410-4799	Misc. Expenditures	11112022	11/11/2022	12/05/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	387.00	<b>*Vendor Total</b>				
<b>Third Millennium Assoc. , Inc.</b>						
033470						
Newsletter- Oct 2022	1,602.35	01-430-4507	Printing	28358-01	10/31/2022	12/05/2022
Water Bill- Oct 2022	2,072.90	60-445-4507	Printing	28358-02	10/31/2022	12/05/2022
<hr/>						
Total:	3,675.25	<b>*Vendor Total</b>				
<b>TruGreen</b>						
045160						
Lawn Treatment	180.40	60-445-4567	Treatment Plant Repair/Maint	168621927	10/31/2022	12/05/2022
<hr/>						
Total:	180.40	<b>*Vendor Total</b>				
<b>Utility Dynamics Corporation</b>						
052560						
Cable Locate- Oak & Randall	311.34	10-445-4661	Street Light Repair/Maint	1103-2881	11/3/2022	12/05/2022
Light Repair- Mooseheart & White Oak	367.47	10-445-4661	Street Light Repair/Maint	1104-2881	11/4/2022	12/05/2022
<hr/>						
Total:	678.81	<b>*Vendor Total</b>				
<b>Verizon Wireless</b>						
025430						
Phone, Internet 11/13 - 12/12	36.01	01-430-4652	Phones and Connectivity	9920490705-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	46.68	01-445-4652	Phones and Connectivity	9920490705-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	108.98	01-440-4652	Phones and Connectivity	9920490705-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	116.47	01-430-4652	Phones and Connectivity	9920490706-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	136.80	01-445-4652	Phones and Connectivity	9920490706-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	96.19	60-445-4652	Phones and Connectivity	9920490706-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	79.22	01-441-4652	Phones and Connectivity	9920490706-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	297.40	01-440-4652	Phones and Connectivity	9920490706-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	81.03	01-430-4652	Phones and Connectivity	9920490707-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	193.26	01-445-4652	Phones and Connectivity	9920490707-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	139.15	60-445-4652	Phones and Connectivity	9920490707-C	11/12/2022	12/05/2022
Phone, Internet 11/13 - 12/12	277.62	01-440-4652	Phones and Connectivity	9920490707-C	11/12/2022	12/05/2022
<hr/>						
Total:	1,608.81	<b>*Vendor Total</b>				
<b>WBK Engineering, LLC</b>						
467655						
Eng Svcs-Tanner Outfall Ph2 Design/ Oct 2022	1,330.00	21-456-4255	Engineering	23581	10/31/2022	12/05/2022
Eng Svcs- General/ Oct 2022	1,252.75	01-441-4255	Engineering	23630	10/31/2022	12/05/2022
Eng Svcs- Aurora Packing/ Oct 2022	10,323.44	90-000-E248	Aurora Packing Company	23631	10/31/2022	12/05/2022
Eng Svcs- Randall Square/ Oct 2022	973.50	90-000-E110	NW Corner Randall & Oak(Lot 123632	23632	10/31/2022	12/05/2022
Eng Svcs- Woodman's Addition/ Oct 2022	708.00	90-000-E128	Woodman's - Warehouse Additio	23633	10/31/2022	12/05/2022
Eng Svcs- Randall Terrace/ Oct 2022	3,075.00	90-000-E274	Randall Terrace LLC - Next Gen	23634	10/31/2022	12/05/2022
Eng Svcs- Remington Land Lot #5/ Oct 2022	625.00	01-441-4255	Engineering	23635	10/31/2022	12/05/2022
Eng Svcs- Verizon WT Cell Site/ Oct 2022	973.50	90-000-E251	Verizon - Laurel Dr	23636	10/31/2022	12/05/2022
Eng Svcs- Valley Green/ Oct 2022	3,967.64	90-000-E225	Valley Green Redevelopment	23637	10/31/2022	12/05/2022
Eng Svcs- Ice Cream Drive/ Oct 2022	4,353.18	90-000-E258	TCD -Logistics Ice Cream Dr	23638	10/31/2022	12/05/2022
Eng Svcs- General Ford Parking/ Oct 2022	463.50	90-000-E261	Gerald Ford Lot Extension	23639	10/31/2022	12/05/2022
Eng Svcs- Caseys/ Oct 2022	6,672.52	90-000-E259	Casey's - SW Randall & Oak	23640	10/31/2022	12/05/2022
Eng Svcs- Orchard Acres/ Oct 2022	1,013.15	90-000-E144	Vequity - Orchard Commons	23641	10/31/2022	12/05/2022
Eng Svcs- Gerald Hyundai/ Oct 2022	695.25	90-000-E257	Gerald Hyundai Remodel	23642	10/31/2022	12/05/2022

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Eng Srvcs- Seasons/ Oct 2022	23,387.76	90-000-E270	Seasons at North Aurora	23643	10/31/2022	12/05/2022
Total:	59,814.19	*Vendor Total				
West Side Tractor Sales						
001180						
Battery To Engine Repair- Leaf Machine	1,078.83	01-445-4511	Vehicle Repair and Maint	V05094	11/8/2022	12/05/2022
Total:	1,078.83	*Vendor Total				
Report Total:	309,664.09					



# Memorandum

**To:** Village President and Village Board of Trustees

**Cc:** Steve Bosco, Village Administrator

**From:** Natalie Stevens, Executive Assistant

**Date:** November 30, 2022

**Re:** Village Logo Use for Messenger Public Library

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The Village was recently approached by the Messenger Public Library that they were redoing their logo and wished to use elements of the Village logo in their new branding in their efforts to tie-in to the North Aurora community. Their new logo utilizes similar colors as the Village of North Aurora's and uses the 'water' element of the Village logo.

Please find attached the resolution allowing the Messenger Public Library to utilize their design involving elements of the Village's logo for their own branding purposes.

VILLAGE OF NORTH AURORA

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO ALLOW MESSENGER PUBLIC LIBRARY  
PERMISSION TO UTILIZE ELEMENTS OF THE VILLAGE OF NORTH AURORA LOGO**

**WHEREAS**, Messenger Public Library is a fellow local municipality based in the Village of North Aurora, Illinois;  
and

**WHEREAS**, Messenger Public Library wishes to utilize elements of the Village of North Aurora logo attached hereto as Exhibit A (“the Village Logo”) in branding aspects for Library to represent themselves as being a part of the North Aurora community in their design, which is attached hereto as Exhibit B; and

**WHEREAS**, the Village owns all rights to the Village Logo; and

**WHEREAS**, the Village Board of Trustees has determined that allowing Messenger Public Library to utilize the Village logo in such a capacity is fitting and not detrimental to the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein:
2. Messenger Public Library may use elements of the Village Logo in their own branding in their efforts to tie-in to the Village of North Aurora.
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022 A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022 A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA  
EXHIBIT A**



VILLAGE OF NORTH AURORA  
EXHIBIT B





# Memorandum

**To:** Village President and Village Board of Trustees  
**Cc:** Steve Bosco, Village Administrator  
**From:** Natalie Stevens, Executive Assistant  
**Date:** November 22, 2022  
**Re:** 2023 Annual Village Board, C.O.W., Plan Commission, and  
Trustee Committee Meeting Schedules

---

Attached for approval are the Annual Meeting Schedules for the North Aurora Village Board and Committee of the Whole (C.O.W.) meetings, the Plan Commission meetings, and Trustee Committee meetings for the 2023 calendar year.

As noted on the Village Board meeting schedule, there are two instances when a Village Board meeting falls on a Village observed holiday being New Year's Day (January 2) and Labor Day (September 4) where the Village Hall is closed. In these instances there will be no Village Board/C.O.W. meeting scheduled, resulting in just one meeting for January and September.

The Village Board also discussed at the Committee of the Whole the Independence Day holiday which falls on Tuesday, July 4, but of which the Village's celebration that takes place next to Village Hall is on Monday, July 3; a Village Board meeting date. The Board was in favor of not scheduling a meeting on July 3 due to the conflict.

There is one instance where Plan Commission falls on a Village observed holiday, being Independence Day (July 4). In this instance there will be no Plan Commission meeting for July.

Also attached for approval are the 2023 Annual North Aurora Days Committee Meeting Schedule and the 2023 Beautification Committee schedule. There are no meetings that fall on holidays for these committees.

The 2023 meeting schedules for all meetings must be approved by January 1, 2023 and posted at the Village Hall and on the Village's website.

The Village Board discussed the schedules at the November 21, 2022 Committee of the Whole meeting and supported the schedules as outlined.



# VILLAGE OF NORTH AURORA

## 2023 ANNUAL MEETING SCHEDULE

### Village Board / C.O.W. / Plan Commission Meetings

**Holiday - Village Hall  
Closed No Meetings**

Village Board & Committee of the Whole Meetings 1 <sup>st</sup> & 3 <sup>rd</sup> Mondays of each month - 7:00 pm			Plan Commission Meetings 1 <sup>st</sup> Tuesday of each month - 7:00 p.m.	
	1st Monday	3rd Monday	(unless otherwise noted)	
January	<b>2</b> (None - New Year's Day)	<b>16</b>	January	<b>3</b>
February	<b>6</b>	<b>20</b>	February	<b>7</b>
March	<b>6</b>	<b>20</b>	March	<b>7</b>
April	<b>3</b>	<b>17</b>	April	<b>4</b>
May	<b>1</b>	<b>15</b>	May	<b>2</b>
June	<b>5</b>	<b>19</b>	June	<b>6</b>
July	<b>3</b> (None - Independence Day)	<b>17</b>	July	<b>4</b> (None - Independence Day)
August	<b>7</b>	<b>21</b>	August	<b>1</b>
September	<b>4</b> (None - Labor Day)	<b>18</b>	September	<b>5</b>
October	<b>2</b>	<b>16</b>	October	<b>3</b>
November	<b>6</b>	<b>20</b>	November	<b>7</b>
December	<b>4</b>	<b>18</b>	December	<b>5</b>

All Village Board and Committee of the Whole (C.O.W.) Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise. C.O.W. Meetings immediately follow the Village Board Meeting.



# VILLAGE OF NORTH AURORA

Holidays  
Village Hall Closed  
No Meetings

## 2023 COMMITTEE MEETING SCHEDULE

Committee	Meeting Days	Meeting Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>NORTH AURORA DAYS</b> Mark Gaffino - Chairman	2nd Monday of each month	6:00 p.m.	9	13	13	10	8	12	10	14	11	9	13	11
<b>BEAUTIFICATION</b> Mark Carroll - Chairman	3rd Monday Quarterly	6:00 p.m.	16			17			17			16		

All Committee Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise.

# Memorandum

**To:** Steve Bosco  
**From:** David Arndt, IT Manager  
**Date:** 11/29/2022  
**Re:** Microsoft Office Upgrade



Staff has budgeted to replace the file server at the Police station, upgrade Microsoft Office, and implement a document management system for a combined budget of \$116,000 this fiscal year. This funding is for initial purchases, with some of these options requiring annual maintenance costs. Staff feels these projects/products could be consolidated into a single Microsoft hosted cloud solution called Microsoft 365 as Microsoft offers several different license variations of their hosted solution.

Currently, the Village utilizes Microsoft office programs and server operating systems with a combination of physical and cloud-based solutions. The Village does not currently utilize a comprehensive document management system. The estimated cost for the implementation of a document management system is included in the budget this year. Staff identified Microsoft cloud-based solutions that would meet the needs of the Village and eliminate the need for the physical print/file servers from the Village Hall and Police Department. Switching to a cloud-based solution provides enhanced security, real-time updates to software and the ability to reduce/add storage if necessary. Below is chart that summarizes the Microsoft options that were identified.

FEATURE	Microsoft O365 EO License	Microsoft 365 G1 License	Microsoft 365 G3 License
Office Applications Local installations	None	None	Word, Excel, PowerPoint, Outlook, Publisher, Access
Web Applications	None	Word, Excel, PowerPoint	Word, Excel, PowerPoint
Services	Exchange	Exchange, OneDrive, SharePoint, Teams	Exchange, OneDrive, SharePoint, Teams + Audio conferencing (800 number)
OneDrive	0	1TB	Unlimited
Email	50 GB	50GB	100GB
Archiving	100 GB	1 TB	1.5TB
encrypt-only or do-not-forward policies to sensitive emails with Office 365 Message Encryption	None	None	Yes
Antivirus	None	None	For Email
Email Sandbox	None	None	Yes

Staff reviewed the options with Microsoft licensing consultants and determined a hybrid G1, G3 and EO solution would best suit the Village. Moving to a G3/G1/EO license, the Village would keep the hosted email server, but also annually receive the newest version of Microsoft Office and each user would receive a 100GB mailbox plus 1.5TB of email archiving on our email server. Each user would also receive unlimited storage for OneDrive, a secure individual cloud storage location and the Village would receive unlimited storage for SharePoint, a secure group cloud storage. SharePoint and OneDrive will eliminate the need to replace the file server for both the Police Department and Village. SharePoint will also become the document management system. SharePoint is one of top rated document management systems in production and will be able to integrate with our enterprise applications. SharePoint can also provide the ability to create custom forms, workflows and a public facing portal.

Additionally, G3 includes spam protection for email, encryption for sending secure emails, data loss prevention (i.e. prevent users from sending credit card or social security numbers via email) and other useful features such as; basic mobile security for smart phones, Microsoft Teams and virtual white boards.

Staff contacted three Microsoft product vendors requesting quotes for the three different levels of licensing and compared. The chart attached to this memo represents a cost-benefit-analysis of a Microsoft hosted cloud-based solution versus our current practices moving forward during a six-year period as year six is when we would anticipate replacing one of the aforementioned servers again. It is important to note that under current practices, upgrading Microsoft Office products includes a large one-time cost; whereas, utilizing a Microsoft single cloud-based solution includes updates to the most recent Microsoft Office products as they become available. Based on the Village's needs, staff believes a total of 84 service subscriptions are needed. As aforementioned, staff believes a hybrid method allows the Village to be cost effective in only purchasing the appropriate level of subscriptions for the Village's individual users. Below is a chart showing the quotes received.

License Type	count	Sentinel			CDS			CDW-G		
		Per User	Per Year	Year Total	Per User	Per Year	Year Total	Per User	Per Year	Year Total
<b>G1</b>	<b>4</b>	\$7.77	\$93.24	\$372.96	\$8.45	\$101.40	\$405.60	\$9.31	\$111.71	\$446.84
<b>G3</b>	<b>54</b>	\$19.45	\$233.40	\$12,603.60	\$21.05	\$252.60	\$13,640.40	\$21.45	\$257.35	\$13,896.90
<b>EO</b>	<b>26</b>	\$3.54	\$42.48	\$1,104.48	\$3.80	\$45.60	\$1,185.60	\$3.86	\$46.31	\$1,204.06
<b>TOTAL</b>	<b>84</b>			<b>\$14,081.04</b>			<b>\$15,231.60</b>			<b>\$15,547.80</b>

\*Microsoft pricing does not show potential annual increases

Utilizing the lowest quote presented by Sentinel Technologies for the proposed hybrid approach, staff is estimating that the total cost over a six-year period to switch to a Microsoft single source cloud-based solution would be \$134,486. This number does not include any annual subscription cost increases as they are unknown at this time. In comparison, staff is

estimating the cost to the Village to upgrade two servers (utilizing a five-year replacement schedule), upgrading Microsoft Office products, implementing a document management system (with estimated annual hosting and licensing fees) and the cost to host these products at \$308,000 during the same six-year period (see chart attached to memo).

Given that the cost estimate to switch to a Microsoft single source is expected to be cost effective, while also providing the Village with products that are continuously updated as part of the annual subscriptions, staff is looking for Village Board approval to purchase Microsoft O365 licensing from Sentinel Technologies. The cost for the first year is estimated at \$14,081.04, though that may change should the number of subscriptions change. The annual amount is less than the Village Administrator's spending authority; however, should pricing remain competitive, staff anticipates the purchase of subscriptions with Sentinel Technologies will be ongoing.

Current setup	Year 1		Year 2		Year 3		year 4		Year 5		Year 6		TOTAL
	Police File Server	\$20,000	Village Hall File Server	\$20,000							Police File Server	\$20,000	
	MS Office	\$43,000											
	Document Management Install	\$50,000	Document Management Licensing	\$25,000	Document Management Licensing	\$25,000	Document Management License	\$25,000	Document Management Licensing	\$25,000	Document Management Licensing	\$25,000	
	Hosted Email Server	\$5,000	Hosted Email Server	\$5,000	Hosted Email Server	\$5,000	Hosted Email Server	\$5,000	Hosted Email Server	\$5,000	Hosted Email Server	\$5,000	
		<b>\$118,000</b>		<b>\$50,000</b>		<b>\$30,000</b>		<b>\$30,000</b>		<b>\$30,000</b>		<b>\$50,000</b>	<b>\$308,000</b>

Proposed Solution	O365	\$14,081	O365	\$14,081	O365	\$14,081	O365	\$14,081	O365	\$14,081	O365	\$14,081	
	Document Management Install	\$50,000											
		<b>\$64,081</b>		<b>\$14,081</b>		<b>\$14,081</b>		<b>\$14,081</b>		<b>\$14,081</b>		<b>\$14,081</b>	<b>\$134,486</b>



## APPENDIX A

Customer Name: Village of North Aurora

Street Address: 25 E State St.

City, State, Zip: North Aurora, IL 60542

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of North Aurora (Customer) with principal offices at 25 E State St., North Aurora, IL 60542 is hereby appended to include the following:

Commencement Date

Agreement No. 001r1

Addendum No. 003-JG

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

### Pricing Summary

#### **GCC Add On**

**Solution Subscriptions** - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

Terms & Price		
<b>M365 GCC</b>		
Initial Term		12 Months
Estimated Start Date		10/3/2022
Billing Model		Annual
Renewal Term		12 Months
Estimated Annual Price:	\$	13,913.06
Initial Term Subscriptions Sub-Total:	\$	13,913.06
<b>Subscriptions Total</b>	<b>\$</b>	<b>13,913.06</b>

**Total Project** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Extended Price		
Solution Subscriptions	\$	13,913.06
<b>Project Total</b>	<b>\$</b>	<b>13,913.06</b>

\*Quote is valid until 12/30/2022

Plus applicable tax, shipping & handling

\*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.



## M365 GCC

M365 GCC							
Description	Qty	Unit Price	Ext Price	Initial Term	Estimated Start Date	Billing Model	Renewal Term
O365 GCC G1-1Y	4	\$ 93.35	\$ 373.40	12 Months	10/3/2022	Annual	12 Months
O365 GCC G3-1Y	54	\$ 233.44	\$ 12,605.76	12 Months	10/3/2022	Annual	12 Months
Exchange Online P1-GCC-1Y	22	\$ 42.45	\$ 933.90	12 Months	10/3/2022	Annual	12 Months
Estimated Annual Price:						\$13,913.06	
Initial Term Subscriptions Sub-Total:						\$13,913.06	

## General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.



**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 30

**\*This quote is valid until 12 / 30 / 2022.**

**\*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.**

**CUSTOMER:**  
Village of North Aurora

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

**CONTRACTOR:**  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Memorandum



**To:** Steve Bosco  
**From:** David Arndt, IT Manager  
**Date:** 11/17/2022  
**Re:** Cell phone provider adjustments

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Village staff met with representatives from AT&T FirstNet to discuss the possible benefits of moving Village issued cellular devices from current provider Verizon to AT&T First Net.

AT&T FirstNet was created following the 9/11 terrorist attacks to provide first responders with superior security, truly dedicated coverage and capacity and unique benefits not accessible elsewhere. FirstNet has exclusive use of the government's private radio band, which gives its users preferred service for data and cellular over general public users. FirstNet will also deploy mobile small cell sites in the event of a disaster to ensure connectivity.

The Village is currently using Verizon as our provider, of which the Village has a grandfathered plan that provides 50 GB of data in a communal pool for all 40 Village issued phones. This account has a limit on the amount of phone numbers which can be associated to the pool and we are very close to the limit. Verizon is unable to expand our current plan and we would thus have to move to an unlimited plan for each user. Verizon is offering unlimited everything for \$39.99/ user while FirstNet is offering the same for \$38.49/user. For data only devices -- like tablets and hotspots -- Verizon is \$35.99/user and FirstNet is \$34.99/user. Verizon's current pool plan is \$10.00 a month for data only devices.

Village Staff recommends moving our Smart phones to FirstNet and leave our data only devices on our current pooled plan with Verizon. FirstNet is also offering a onetime credit of \$10,583.00 to compensate the Village for the staff time lost and to offset the cost of any fees. Village employees will be issued new Apple iPhone 12s free of charge by FirstNet. The pricing below includes upgrading its current nine standard flip phones currently issued to Public Works Street and Water divisions to smart phones. Staff reviewed several variations and decided a full upgrade to smart devices for Public Works provides the best cost benefit. The smart phone features

will be beneficial not only during a disaster but also during their daily work routines. AT&T First Net uses the State of Illinois purchasing agreement.

Vendor	Type	Line Count	Cost Per line	Total per Month
Verizon Unlimited	Phone	40	\$39.99	\$1,599.60
Verizon Unlimited	Data only devices	6	\$35.99	\$215.94
Verizon pool	Data only devices	6	\$10.00	\$60.00
<b>Verizon Unlimited for all devices</b>				<b>\$1,815.54</b>
<b>VZW Unlimited &amp; Pool combo</b>				<b>\$1,659.60</b>
AT&T First Net	Phone	40	\$38.49	\$1,539.60
AT&T First Net	Data only devices	6	\$34.99	\$209.94
<b>AT&amp;T First Net for all devices</b>				<b>\$1,749.54</b>
<b>AT&amp;T First Net &amp; Verizon Pool combo</b>				<b>\$1,599.60</b>

The first 12 months will cost the Village an estimated \$7,931.80: \$18,475.20 minus the \$10,583.00 credit provided by FirstNet with the one-time equipment fee. Additional years will cost an estimated \$18,475.20.

# Village of North Aurora



Proposal for FirstNet  
The Exclusive Communications System  
Built for Public Safety

December 01, 2022





# Proposal for FirstNet, the Exclusive Communications System Built for Public Safety

Presented to Village of North Aurora

by AT&T

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December 01, 2022

## FirstNet Overview

**Municipalities like Village of North Aurora need a dedicated public safety-focused broadband solution to help ensure that critical channels of communication remain open and available during emergencies.**

Today, **many public safety entities and supporting agencies share the same networks with consumers and businesses** for mobile data and applications. **Unfortunately, networks often become congested during major events**, affecting the ability of public safety responders to communicate when they need it most.

First responders—and those who support them—need to communicate and coordinate to work quickly and efficiently to protect the public. **You need a reliable alternative that prioritizes your needs, especially during times of crisis, and provides a standardized platform for various public safety users.**



FirstNet gives public safety entities access to one highly secure, nationwide, interoperable communications network that supports voice, data, text, and video communications.

To address this important issue, **the First Responder Network Authority selected AT&T to build and manage FirstNet, the only nationwide communications network built with and for America's public safety entities.** AT&T earned this honor through a competitive process to select the most highly qualified provider based on many rigorous criteria.

The State of Illinois elected to participate in this project and approved the individualized state plan that FirstNet submitted, which includes a network deployment plan optimized for the unique needs of the state. This means that **public safety entities in The State of Illinois, including Village of North Aurora, are eligible and encouraged to participate in FirstNet and reap the benefits.**

## FirstNet Benefits

FirstNet is designed to **improve public safety communications, coordination, and response times, leading to safer and more secure communities.** First responders receive

- **A reliable and highly secure network** that includes access to all AT&T LTE Bands and the dedicated Band 14 spectrum
- A network designed to meet a **99.99% end-to-end service availability objective**—a standard unmatched by any other large-scale LTE network in the world today
- **Priority and—for first responders—preemption capabilities** to help ensure first responder voice, data, and video communications are always at the front of the line
- **Specialized features** such as extra network capacity and a resilient, hardened connection
- **Support from the FirstNet Response Operations Group (ROG)**, a dedicated team of former first responders who understand the needs of public safety and provide critical communications in the event of a natural disaster or a planned event. The group manages the program in alignment with the National Incident Management System (NIMS) and FEMA National Response Framework (NRF). ROG assists in deploying more than 150 dedicated deployables—including Satellite Cells on Light Trucks and Satellite Cells on Wheels. These are mobile cell sites that link to FirstNet via satellite don't rely on commercial power availability. And they provide first responders with connectivity capabilities, much like a cell tower. The ROG directly links to State Emergency Operations Centers (EOCs) across the country and embeds within EOCs during disasters, serving as a public safety asset within the appropriate emergency support functions.  
No other network provider has deployable network assets dedicated solely and exclusively to public safety.

FirstNet offers more than just a public safety-grade wireless connection. It also enables **device and app ecosystems that feature innovative, life-saving technologies.** The network offers advanced technologies, tools, and services to support

- **Applications** that reliably share videos, text messages, photos, and other information in near-real time
- **Advanced capabilities** like camera-equipped connected drones and robots (e.g., to deliver images of wildfires, floods, and other events)

- **Improved location services** to help with mapping capabilities during rescue and recovery operations
- **Wearables** that can relay the biometric data of a patient to the hospital or send an alert when a firefighter is in distress
- **Identity, Credential, and Access Management (ICAM)** features that use multifactor authentication and mobile single sign-on to protect access to your devices, applications, administrative websites, and services
- **Integration with Next Generation 9-1-1 and Smart Cities public safety applications** that help ensure that emergency work/calls flows are available to public safety

**FirstNet is bringing 21<sup>st</sup> Century communications tools to America's first responders and public safety community.**



The FirstNet Innovation and Test Lab, located in Boulder, CO, has **tested and validated all of this innovative network technology** so first responders have the public safety-grade, proven tools they need during emergencies.

This innovative public-private partnership ensures that **public safety has a voice in the growth and evolution of the network**. More details about the advantages of the FirstNet network are available at [www.firstnet.com](http://www.firstnet.com).

## Solution

We've assessed your information and developed a mobile communication solution that addresses your needs. The FirstNet solution consists of a portfolio of wireless voice, text, and data service plans, along with ancillary equipment and services.

We'll provision the FirstNet solution and deploy the FirstNet evolved packet core in phases to provide emergency responders with the first high-speed, nationwide broadband network with dedicated access.

The solution includes the following components:

- **FirstNet Rate Plans**— wireless voice and data plans that offer a broad range of competitively priced voice, text, and data service options for first responders and the agencies who support them. FirstNet Rate Plans include options for pooled monthly data allowances, individual unlimited data, international use, machine-to-machine data, and push-to-talk applications.

- **Devices include phones, tablets, in-vehicle devices, and accessories**

Public safety users have access to an expansive catalog of LTE devices, ranging from purpose-built rugged units to the most popular smart devices and tablets, complemented with a wide range of accessories. FirstNet gives public safety customers the priority, coverage, and interoperability they need without sacrificing choice in the devices they require to get the job done. Additionally, FirstNet supports a program that allows support volunteers and other eligible personnel to use their personal devices for their public safety work. For details about the current available devices, go to [www.firstnet.com/devices](http://www.firstnet.com/devices).

The solution gives you the following features:

- **FirstNet Agency Paid Unlimited Rate Plans**—provide qualified agencies with unlimited or pooled data allowances and unlimited talk and text on smartphones and feature phones in the U.S. and its territories, Canada, and Mexico. In addition, these plans offer First Priority® (standard for primary users and optional for extended primary users). As a result, you can select the plans that meet the needs of each of your users. In addition, the data from agency-paid user devices can receive priority treatment on the AT&T domestic 4G LTE network and FirstNet Evolved Packet Core.

## Pricing

The FirstNet solution includes the following components and pricing:

FirstNet Monthly Service Charge (State of IL)			
Description	Quantity	Monthly Price	Total Monthly Price
FirstNet Unlimited Smartphone Plan <i>Un-Throttled, truly unlimited talk, text, data plan, with both priority &amp; preemption</i>	40	\$38.49	\$1,539.60
FirstNet Unlimited Smartphone w Tethering Plan <i>Un-Throttled, truly unlimited talk, text, data plan, with both priority &amp; preemption</i>	0	\$43.49	\$0.00
<b>Total Monthly Service Charge</b>	<b>40</b>		<b>\$1,539.60</b>
FirstNet Equipment Charges (State of IL)			
Equipment Charges	Quantity	One Time Cost	Total One Time Cost
iPhone 12 (64GB)	38	\$0.99	\$37.62
Samsung Galaxy S20 FE 5G (128GB)	2	\$0.99	\$1.98
<b>Total One-Time Equipment Fees</b>	<b>40</b>		<b>\$39.60</b>
Summary of Activation Credits	Quantity	One Time Credit	Total One Time Credit
\$200 Smartphone Activation Credit	40	\$200.00	\$8,000.00
Trade In Credit	1	\$1,835.00	\$1,835.00
Trade In Bonus Credit	14	\$50.00	\$700.00
Free Device For Life Promo Credit	40	\$1.20	\$48.00
<b>Total One-Time Credits</b>			<b>\$10,583.00</b>
<b>Total First Year Spend (MRC(12) + Equipment - Credits)</b>			<b>\$7,931.80</b>
<b>Total Two Year Spend (MRC(12) + 1st Year Spend)</b>			<b>\$26,407.00</b>

For more information about these solution components, visit [www.firstnet.com](http://www.firstnet.com).

## Network Coverage

FirstNet offers extensive nationwide coverage:

- FirstNet wireless coverage reaches more than 99% of Americans, providing more than 2.81 million square miles of coverage—50,000 more square miles than commercial networks.
- In Hawaii and Alaska, FirstNet provides the same services, support, and capabilities available to public safety responders on the mainland.
- FirstNet service also is available on all five of the U.S. island territories.
- First responders (primary users) on FirstNet receive priority and preemption capabilities across the entire nationwide LTE network.
- In areas where the LTE network is limited or inaccessible but public Wi-Fi is available, Wi-Fi and video calling can offer first responders additional highly secure connectivity via supported devices. More details are available at [www.firstnet.com/wificalling](http://www.firstnet.com/wificalling).

For more information about network coverage, see [www.firstnet.com/coverage](http://www.firstnet.com/coverage).

## Support

### Dedicated, Knowledgeable Customer Service

FirstNet understands and is ready to support the needs of first responders. FirstNet Customer Service Centers will provide first responders with U.S.-based, 24/7 technical support to accommodate the 24-hour mission of public safety, including

- Dedicated FirstNet toll free number (**800.574.7000**), chat, and offline ticketing
- Public safety-centered user experience
- Technical support for end users, administrators, telecommunication managers, and developers
- Custom support options to allow authorized users to make purchases and define access privilege by caller type, device, and service
- Help desk to help desk support option for eligible customers who have an internal help desk and at least 50 lines of service—supports network, uplift, advanced solutions, Distributed Antenna Systems, Internet of Things, and more



In addition to extensive FirstNet training, the customer service representatives have an in-depth, insider's view of the services provided by firefighters, emergency medical services personnel, law enforcement officers, and 911 dispatch personnel. They know and care about the importance of the mission and are ready to quickly address questions and resolve issues.

Frontline FirstNet customer service representatives will respond to requests and service inquiries regarding

- Provisioning (e.g., new service, upgrades, accessories, rate plans, features, applications, etc.)
- Billing (e.g., inquiries, disputes, payments, etc.)
- Account maintenance (i.e., move, add, change, and delete requests)
- Technical support (e.g., network, operating system, devices installation, device configuration, applications, platforms, etc.)
- Incident or emergency-based deployable requests

For public safety organizations with a significant number of users, connections, and devices to manage, AT&T provides a dedicated support option. This exclusive customer service experience allows the representatives to become intimately familiar with specific organizations and establish appropriate business relationships with telecom managers and administrators.

We also offer project management resources to assist with bulk mobility deployments, help desk to help desk support, managed services, custom development, and other specialized services that allow first responders to focus on serving and protecting communities.

You have a team of well-trained specialists to design, implement, and support your solution. The table below provides you with FirstNet contact information and support resources:

Resource	Contact Information
FirstNet Sales Consultant	Contact: Ryan Newsom, FIRSTNET SOLUTION CONSULTANT Organization: AT&T-FirstNet Cell: +1 773.556.3752 E-mail: ryan.m.newsom@att.com
FirstNet Toll-Free Customer Care Number	800.574.7000 U.S.-based representatives available 24/7/365 Single number for customer service, online portal help, and technical support
FirstNet Central Portal	<a href="https://firstnetcentral.firstnet.com/">https://firstnetcentral.firstnet.com/</a>

## Conclusion

You've seen from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to implement FirstNet and help you perform your important mission to protect the safety of our citizens.



Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Important Information

This information is provided to you for informational purposes only. The terms of the identified plans can be found in the applicable brochures at the links below. AT&T may revise these terms at any time. In the event of a conflict between this information and the applicable business agreement, the applicable business agreement will control. AT&T disclaims all warranties including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. The quoted rates are estimates of the monthly charges for the identified plans only and are based on the information provided by you. These rates do not include additional devices, features or services. Quoted rates supersede those in the applicable brochures, which are standard published rates, and not the discounted rates quoted herein, based on national, state or local contracts. Rates are subject to change and do not include taxes, fees, overage charges or surcharges. Activation fees, additional deposits and other restrictions may apply.

Coverage not available in all areas.

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of 30 days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

**Terms and Conditions**—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

**Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

**Software**—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 15-93372		Project Title: Wireless/Cellular Services & Equipment (Secondary Vendor)	
Contract # CMS793372S		Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. # 22037605		IPB Publication Date: 12/11/15 Award Code: B	
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Minority Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Female-Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No Percentage			
Other Preferences?			

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## **1. DESCRIPTION OF SUPPLIES AND SERVICES**

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** Central Management Services (CMS) is contracting for wireless voice (including push-to-talk/direct connect/walkie-talkie service) and data airtime services, and wireless equipment for use by State agencies, universities and local governmental agencies. This contract permits the State to purchase any necessary services or equipment from Vendor to support the State's wireless usage requirements.

AT&T Mobility has been selected as the secondary Vendor for Statewide wireless service due to anticipated incomplete coverage areas or needed and desirable features not available from the primary Vendor. The State will have sole discretion on when it is appropriate and necessary for the State to place orders for services from the secondary vendor. State agencies and other governmental units (including certain not-for-profit entities) authorized by law to participate in the JPP (Joint Purchasing Program) may utilize this Master Contract. Authority and discretion for such purchases will be governed by the procurement policy and guidelines applicable to such entities, including but not limited to the State's Standard Procurement Rules and the Governmental Joint Purchasing Act 30 ILCS 525.

This master contract establishes a procurement vehicle through which CMS and other authorized entities may purchase various available wireless voice and data airtime services and associated or necessary wireless equipment for use by State agencies, universities, local governmental agencies, and other units of government eligible to participate under the JPP.

### **Voice and Data Services**

All Voice and Data services offered by AT&T Mobility for this contract are in Pricing which is located in Section 2 of this contract. It is anticipated that during the term of this contract, new technologies, including new products and services, will become available. To the extent such new products and services are added to this contract, Vendor will make these products available to the State under the same terms and conditions.

### **Voice and Data Equipment**

Vendor shall have available wireless equipment solutions which include the following: voice device, voice device with PTT, Smartphone device, mobile broadband capable devices. A battery and charger must be included with each device at no additional charge.

### **General Requirements**

Vendor agrees to adhere to the following mandatory requirements throughout the term of this Contract and any renewal terms.

1. Vendor must view the State's account in its entirety and will not propose a voice or data rate based on minimum usage. The rate proposed will not include a minimum number of active lines, statewide monthly spend or a statewide utilization of minutes.
2. Vendor must offer a voice plan that includes a flat rate cost per minute. Vendor must provide at least one "Minutes-included" and/or "Data-included" package that includes volumes greater than or equal to each of the buckets (usage levels) listed in the tables in Attachment A "Pricing" with the cost for each bucket and they should explain what pricing package was applied to the volumes

in that bucket. After contract execution, the State will determine the actual rate plan that each user will be assigned based on the end user's needs. The actual buckets or pricing plans will be negotiated with the Vendor prior to contract signature. Please provide any additional information that may be appropriate.

3. Vendor shall offer some voice plans that include the ability (at the account and sub-account level) to allow minutes to be shared (pooled) across other monthly access plans (excluding flat-rate). Domestic Long Distance must be included. Night and weekend minutes must not count towards the pool and should be no cost for unlimited usage of Night and Weekend minutes.
4. Vendor shall supply Smart Phone services. The data pricing options shall be available as stand-alone data options and as an add-on to the Vendor's wireless voice offerings.
5. Vendor must supply pricing for all local units of government, universities and other entities eligible to purchase under this agreement pursuant to the Governmental Joint Purchasing Act [30 ILCS 525] to procure wireless services from this contract. The local governmental and university units shall deal directly with the Vendor(s) in matters regarding service and equipment provisioning and repair. Vendor shall be responsible for billing the local governments and universities directly. The State will not be financially liable for any local government or university accounts.
6. Vendor will notify the State of Illinois, as well as local units of government and entities eligible to purchase under this agreement under the JPP, about data overages before they happen, via email message sent to the email contact on file for DoIT Business Services account and/or a Text Message notification to the End User.
7. Vendor must waive any Activation Fees and/or Early Termination Fees for State agencies, universities, local governmental agencies, and other units of government eligible to participate under the JPP.
8. Upon request, Vendor shall provide training to DoIT personnel responsible for help desk and provisioning. This shall be centralized training (locations to be determined by DoIT or via webinars), focused on ensuring that DoIT personnel can troubleshoot, fulfill and activate customer service orders. This training shall be provided at no cost for up to two (2) sessions per year.
9. Vendor shall offer signal boosters/enhancers to the State depending on the requirements of each State location as determined by a building survey conducted by Vendor. Vendor and the State shall then mutually agree via separate written agreement with reference to the State Illinois CMS 793372S Agreement on pricing and scope of work for the procurement, installation, operation and maintenance of such signal boosters/enhancers. This may, as determined by the State of Illinois, be subject to an additional procurement and internal State of Illinois approvals, subject to the requirements and limitations of, and governed by, the Illinois Procurement Code (30 ILCS 500) and the State Prompt Payment Act (30 ILCS 540).
10. Vendor must offer a wide range of wireless handheld voice devices, voice devices with Push to Talk, SmartPhone devices, Hotspot, Modems and Tablets. Devices are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain devices. Accessories provided may vary by device.

11. Vendor currently receives all purchase orders and remittances at a single address. Purchase orders are normally submitted and processed via e-mail.
12. Vendor must be available to receive calls, address customer inquiries and troubleshoot problems 24-hours a day, 7-days a week. Vendor will provide a Help Desk with a team of representatives at the Customer Care Center that has been trained on specific requirements of the State. Vendor must only accept Help Desk calls from authorized DoIT employees. The State may contact the resources via provided email address 8:00 am to 5:00 pm Eastern Standard Time or by calling the Customer Care Center toll-free number, (800) 999-5445. Hours of operation are 8:00 am to 8:30 pm Eastern Standard Time Monday through Friday. Calls outside of those hours are directed to (800) 331-0500. Only Technical Support is provided between the hours of 11:00 p.m. to 8:00 a.m. Eastern Time

Vendor agrees that the AT&T response to the State of Illinois RFP for Statewide Wireless Services Master 15-0093372 dated December 11, 2015 is incorporated by reference. To the extent of any material conflict between the terms and conditions of this contract and the AT&T Response to the State of Illinois RFP for Statewide Wireless Services Master 15-0093372 dated December 11, 2015 referenced herein, the terms of this contract will control.

Monthly Service Charges and non-promotional allowances of minutes and/or kilobytes or megabytes for calling plans will not change throughout the initial term of this contract. Equipment pricing, however, is subject to change. Other taxes, charges, fees and 411 connect may vary. Feature charges shall not increase during the initial term of the contract and any renewals.

Vendor's contract pricing, excluding custom offers, provides a per-subscriber percentage discount of 21% off of Vendor's standard monthly service charges on eligible voice and data plans. Vendor's pricing to the State of Illinois also includes a 30 % percent discount off of the standard manufacturer's list price for accessories, which applies on a per unit basis. Any current and future accessories offered by Vendor and purchased under this Contract shall include this same percentage discount throughout the initial term of this Contract and renewal options. State JPP subscribers will be offered equipment at the same pricing. Vendor does not provide discount percentages on equipment but rather offers promotional pricing on devices.

Rates and charges for each subscriber line of service are determined by the chosen calling plan, options, and features. The State is eligible to activate subscriber lines on any generally available Business Plans or eligible consumer calling plans introduced by Vendor during the term of the agreement.

Vendor does not require individual (per line) service contracts for State agencies, universities and local governmental agencies' Corporate Responsibility Users (CRU). AT&T will bill local government agencies and universities directly and will not hold the State liable for these accounts. State of Illinois, local governments and university subscribers may cancel individual lines without incurring an Early Termination Fee. In addition, State of Illinois, local governments and university subscribers may switch plans and features without penalty during the term of the contract. However, it is possible a proration of the access charges would apply depending on when the change was made during the billing cycle.

Vendor's Mobile to Mobile Calling will allow subscribers on eligible calling plans under this Contract to make or receive calls to/from any of Vendor' subscribers anytime from within the Nationwide and National Mobile to Mobile Calling Rate and Coverage Area without using their Anytime Voice Minutes.

Vendor offers unlimited Nights and Weekends Minutes on eligible plans that allow the subscriber to make or receive a call in a calling plan's home airtime area during the following hours: 9:00 p.m. Friday through 5:59 a.m. Monday and 9:00 p.m. – 5:59 a.m. Monday through Friday without using the plan's Anytime Minutes.

Vendor's Nationwide Flat Rate Calling Plan has a zero monthly charge and charges for each minute of peak usage. This Nationwide Flat Rate Calling Plan includes unlimited nationwide roaming and domestic long distance.

Vendor shall not impose a maximum number of lines on any share plans available to the State with the exception of commercially available rate plans that are not noted in Attachment A, Pricing.

Vendor to provide voice plans that include, "in-network" or uncharged minutes, any calls to the State's two voice mail systems in Springfield (Tel. No. 217-524-4400) and Chicago (Tel. No. 312-814-440).

All Vendor's service plans include a home calling area that covers the entire United States so that there are no roaming charges or long distance charges for any calls originating within the U.S.

There will be no domestic roaming charges for any calls within the State of Illinois.

Upon request by the State, Vendor shall block international dialing, ringtone downloads and purchase of other 3<sup>rd</sup> party services billed to the wireless invoice for the State of Illinois' account at no additional cost.

Vendor will provide a Web-based tool that enables CMS to maintain wireless accounts. Designated employees will have the ability to order online new devices and accessories. The site will be customized with the State of Illinois' name and reflect the contract pricing and equipment discount. This site will allow designated employees to manage account activity such as updating information, voicemail passwords changes, completing an Electronic Serial Number (ESN) change, make device ID changes, suspend or resume service, activate equipment and initiate device upgrades. This site will include statement information allowing the State of Illinois to review account balances, view usage and charges to the entire organization or a particular account.

Invoices will be available to view or pay. Reports will be available to help manage accounts. Summary usage reports will include details for voice, messaging and data details. This service shall be available to the State, at its option, at no additional cost.

New equipment is shipped with a welcome kit that includes an Activation Guide, Customer Receipt. Equipment user guides are available at: [www.att.com](http://www.att.com).

Vendor's Account Team shall notify the State of any special offers within AT&T Mobility. In addition, through Premier, the State of Illinois can subscribe to Premier email offers that provide details on any special offers for CRUs.

The State will be notified of planned and unplanned outages via AT&T's automated outage notification system. Change management notifications are typically sent out three times per week allowing for 5-day advanced alerting of normal planned maintenance outages. Vendor's notification will include the estimated downtime of the outage and the maintenance/repairs being performed. In event of a critical change required for proper network operation, the notification window may be less.

In the case of unplanned network outages due to equipment or network failures, State of IL will receive an alert when a ticket is created and additional notifications as the ticket is updated with additional status. (The State will provide an email address for outage notification and updates.) Notifications will include details known at that time regarding the cause/nature of the outage, affected areas of the outage, downtime and estimated restore times. Vendor will work with CMS to identify the affected areas, products and type of failures for which the State wants to receive notifications.

Vendor's network outage notification and credit obligations apply exclusively to CMS and State liable lines only.

In addition, the State will be enrolled in the AT&T General Wireless Performance Reporting Program.

**General Wireless Performance Reporting Program.** Provided that Customer is in full compliance with the Agreement AT&T will permit Customer to participate in the General Wireless Performance Reporting Program under the terms and conditions set forth in this Section (including all subsections).

**1 Wireless Voice and Data Network Service Level Agreement.** AT&T has established certain service level objectives for AT&T wireless, 3G and LTE networks, as set forth in Table 1 below (the "Wireless SLOs"). Customer acknowledges and agrees that all measurements with respect to each network metric below are based on the national overall monthly performance of the applicable AT&T-owned wireless network (i.e., excluding microcells and all roaming providers' networks) and are not based on or specific to (i) Customer's and its End Users' use of such wireless network or (ii) a specific AT&T market. Customer further acknowledges and agrees that (a) the Wireless SLOs constitute overall network performance targets; and (b) Customer and its End Users may not experience such service levels even if the Wireless SLOs are achieved. Customer's End Users' individual network experiences may differ from AT&T's actual network performance results due to Customer-specific situations and conditions.

**Table**

Network Metrics	Wireless SLOs
3G Voice Accessibility	≥98%
3G Voice Retainability	≥98%
VoLTE Accessibility	≥98%
VoLTE Retainability	≥98%
3G Data Accessibility	≥97%
LTE Data Accessibility	≥98%
LTE Data Retainability	≥98%
LTE Down Link (DL) Throughput	≥6 Mbps
LTE Uplink (UL) Throughput	≥2 Mbps
HSPA Latency	≤240 milliseconds
HSDPA Throughput	≥700 Kbps
HSUPA Throughput	≥500 Kbps
SMS Delivery	≥97% within 2 minutes
Voicemail MWI Delivery	≥95% within 20 seconds

## **2 Description of Metrics; Additional Definitions.**

**2.1 3G Voice Accessibility.** Voice Accessibility is measured as the ratio of total voice call connections successfully established on AT&T's 3G network over the total number of voice call attempts detected by such networks during a month.

**2.2 3G Voice Retainability.** Voice Retainability is measured as the ratio of total voice calls on AT&T's 3G network that are successfully retained (i.e., are not dropped prematurely) over the total number of voice calls on such networks during a month. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party.

**2.3 VoLTE Accessibility.** VoLTE Accessibility is measured as the ratio of total voice call connections successfully established on AT&T's VoLTE network over the total number of voice call attempts detected by such networks during a month.

**2.4 VoLTE Retainability.** VoLTE Retainability is measured as the ratio of total voice calls on AT&T's VoLTE network that are successfully retained (i.e., are not dropped prematurely) over the total number of voice calls on such networks during a month. A voice call is considered successfully retained if the wireless connection is maintained until terminated by either party.

**2.5 3G Data Accessibility.** LTE Data Accessibility is measured as the ratio of total data sessions successfully established on AT&T's 3G network over total number of data session attempts detected by such networks during a month.

**2.6 LTE Data Accessibility.** LTE Data Accessibility is measured as the ratio of total data sessions successfully established on AT&T's LTE network over the total number of data session attempts detected by such networks during a month.

**2.7 LTE Data Retainability.** LTE Data Retainability is measured as the ratio of the total successfully established data sessions on AT&T's LTE network that are successfully retained (ie, are not dropped while sending/receiving data) over the total number of successfully established data sessions on such networks during a month. A data session is considered successfully retained if the wireless connection is maintained until user is done sending/receiving the data.

**2.8 LTE Down Link Throughput.** LTE Down Link Throughput means the harmonic mean data transfer speed measured with LTE capable devices when downloading packet data from an internet accessible server. The measurement is derived over a month from LTE testing devices geographically dispersed across AT&T's LTE network.

**2.9 LTE Uplink Throughput.** LTE Uplink Throughput means the harmonic mean data transfer speed measured with LTE capable devices when uploading packet data from an internet accessible server. The measurement is derived over a month from LTE testing devices geographically dispersed across AT&T's LTE network.

**2.10 HSPA Latency.** HSP10 Latency is measured as the average round trip time for a packet of data to travel from an HSPA capable device to an internet accessible server. The measurement is derived over a month from HSPA testing devices geographically dispersed across AT&T's 3G network.

**2.11 HSDPA Throughput.** HSDPA Throughput means the harmonic mean data transfer speed measured with HSDPA capable devices when downloading packet data from an internet accessible server. The measurement is derived over a month from HSDPA testing devices geographically dispersed across AT&T's 3G network.

**2.12 HSUPA Throughput.** HSUPA Throughput means the harmonic mean data transfer speed measured with HSUPA capable devices when uploading packet data to an internet accessible server. The measurement is derived over a month from HSUPA testing devices geographically dispersed across AT&T's 3G network.

**2.13 SMS Delivery.** SMS Delivery is measured as the ratio of total SMS text messages that are successfully transmitted by a wireless device and delivered to the intended SMS recipient within 2 minutes over the total number of SMS text messages delivery attempts. The measurement is derived over a month from testing devices geographically dispersed across AT&T's network.

**2.14 Voicemail MWI Delivery.** Voicemail MWI Delivery is measured as the ratio of total MWI notifications successfully delivered to the AT&T wireless voicemail recipient within 20 seconds after successful deposit of a voicemail message over the total number of MWI notification delivery attempts. The measurement is based on a month from testing devices geographically dispersed across AT&T's network.

**2.15 Additional Definitions.** The following additional terms used in this Section have the meanings set forth below:

- a. **3G** means 3<sup>rd</sup> Generation and refers to AT&T's UMTS/HSPA network.
- b. **HSDPA** means High-Speed Downlink Packet Access.
- c. **HSPA** means High-Speed Packet Access, which is the technology used to handle data transmissions on AT&T's 3G network and which consists of both HSDPA (for the downlink) and HSUPA (for the uplink).
- d. **HSUPA** means High-Speed Uplink Packet Access.
- e. **LTE** means Long Term Evolution, is a fourth-generation (4G) wireless broadband technology that supports extremely fast access to the Internet for 4G devices.
- f. **MWI** means Message Waiting Indicator, which is a wireless device feature that displays the number of messages that have been received in a user's voice mailbox. **SMS** means Short Messaging Service, which is a wireless phone feature that allows the user to transmit and receive data messages of a limited size across two endpoints of a cellular network.
- g. **SMS** means Short Messaging Service, which is a wireless phone feature that allows the user to transmit and receive data messages of a limited size across two endpoints of a cellular network.
- h. **UMTS** means Universal Mobile Telecommunications System, which is the 3GPP version of 3G technology. UMTS carries the voice portion of a call on AT&T's 3G network (while the HSPA component of AT&T's 3G network handles data transmissions).
- i. **VoLTE** means Voice Over Long Term Evolution, which is a feature/system that allows communication with High Definition (HD) Voice over the 4G LTE Network. Requires all Customers be within an HD Voice Coverage area in order for voice calls to be able to use the LTE Network.

### **3 Performance Reporting and Remedy.**

**3.1 Quarterly Reports.** AT&T will provide Customer with quarterly performance reports showing the actual performance results for the network metrics identified in Table 1 above for the months in the previous quarter. Such quarterly reports will be made available electronically to Customer via its customized AT&T Premier Enterprise web portal through which Customer and its authorized CRUs place orders and manage Customer's wireless accounts in accordance with the terms and conditions of the Agreement. The first report will be available via Premier within 135 calendar days of the "Effective Date". Thereafter, reports will be made available via Premier 45 days after the end of each calendar quarter.

**3.2 Remedy.** In the event AT&T's quarterly network performance reports indicate that AT&T did not achieve the same Wireless SLO for 2 consecutive months (each an "Impacted Month"), AT&T will pay Customer a service credit equal to 5% of Customer's CRUs' aggregate Qualified Charges during the second Impacted Month (each such payment, an "SLA Credit") subject to the following conditions and limitations:

- Customer is responsible for requesting any SLA Credit(s) by notifying AT&T within 15 calendar days after the performance results are posted via Premier. Customer's notice must identify the specific Wireless SLO(s) and month for which the SLA Credit(s) is/are requested. Upon receipt of proper notice from Customer, AT&T will determine whether an SLA Credit is appropriate by performing a root cause analysis of AT&T's failure to meet the Wireless SLO(s) and providing the results of such analysis to Customer. The results will be made available electronically to Customer via the Premier Portal within 90 calendar days after the end of the Impacted Month. If AT&T's root cause analysis determines that AT&T's failure to meet a Wireless SLO for the Impacted Month is not due to an SLA Exclusion (as defined below), AT&T will apply the applicable SLA Credit to Customer's consolidated invoice within 2 billing cycles after the root cause analysis results are posted via the Premier Portal.
- Notwithstanding the foregoing, AT&T and Customer agree that:
  - (a) the total amount of the SLA Credit payable to Customer with respect to any 2 consecutive Impacted Months will not exceed 10% of Customer's CRUs' aggregate Qualified Charges during the second Impacted Month only; and
  - (b) the total amount of SLA Credits payable to Customer in any Term Year will not exceed 1% of the MAC for such Term Year.
- Customer acknowledges and agrees that scheduled network maintenance, emergency outages, Force Majeure Events and/or other service/network availability limitations described elsewhere in the Agreement (each an "SLA Exclusion") may impact AT&T's ability to meet the target date for report delivery and/or the Wireless SLOs. AT&T's failure to meet any Wireless SLO(s) due to an SLA Exclusion will be excused, and AT&T will have no obligation to pay any SLA Credits in such cases.

**3.3 Limitation of Liability.** AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF AT&T'S FAILURE TO ACHIEVE ANY WIRELESS SLO SHALL IN NO EVENT EXCEED THE APPLICABLE SLA CREDIT, IF ANY, SPECIFIED IN SECTION 3.2 ABOVE. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T FOR SUCH FAILURE.

**4 Modifications; Termination.** Customer understands that AT&T's wireless networks are evolving and that technology changes may impact both the descriptions of the network metrics (i.e., the measurement calculations) and the Wireless SLOs themselves. Accordingly, AT&T reserves the right to modify and/or discontinue the General Wireless Performance Reporting Program at any time, for any reason, upon at least 30 days notice to Customer.

**5 Remedies For Breach of Confidentiality.** Customer acknowledges and agrees that the Wireless SLOs and the quarterly performance reports to be provided pursuant to this Section, to the extent such reports are marked as "Confidential" constitute AT&T's Information. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY BREACH OR THREATENED BREACH OF CONFIDENTIALITY WITH RESPECT TO THIS INFORMATION IS LIKELY TO CAUSE AT&T IRREPARABLE HARM. SO AT&T IS ENTITLED TO RECEIVE INJUNCTIVE OR OTHER EQUITABLE RELIEF TO REMEDY OR PREVENT ANY BREACH OR THREATENED BREACH OF THIS INFORMATION.

## **Standard Features**

Below is a description of the standard features included in the Vendor Pricing Program.

Local Calling, Emergency 911 services, Voice Mail, Text Messaging Capability, Text Blocking Nationwide Long Distance and Roaming Capabilities, Caller ID, Caller ID Blocking, Three-way Calling, Call Forwarding, Call Waiting.

#### **Data Service Plans**

AT&T Mobility can provide both static and dynamic IP addressed for wireless subscriber lines. AT&T Mobility can also utilize State of Illinois provided public or private IP addresses to be assigned to the State's wireless subscribers as static IP addresses through the use of a Customer APN (Access Point Name). This service is available only on a GSM based network.

Unlimited Domestic Data plans/features are available with no overage charges.

#### **Order Provisioning Requirements**

The State of Illinois will have the option to submit requests for equipment and service in one of three ways:

- Premier Web-based ordering
- Direct through AT&T Representative
- National Business Ordering by phone

Vendor will provide a team familiar with the State of Illinois' requirements for processing orders.

Vendor will ship orders the same day if entered into the Vendor's ordering system prior to 3:00 p.m. and the next day if entered into the Vendor's ordering system after 3:00 p.m.

Vendor will ship all devices via express carrier to ensure the State of Illinois receives the order within 72 hours (excluding weekend and holidays) from the time of the order. Vendor will provide information on orders within 72 hours of receipt of order. An e-mail confirmation (email address to be provided by the State) will be sent to the State with the device serial number (MEID, IMEI, SIM/Serial, etc.) matched to the appropriate telephone number, billing account number, vendor and CMS/DoIT order numbers, applicable rate plan and features for each mobile telephone number, accessories for each mobile telephone number, and shipping tracking number.

In the cases where the equipment is temporarily out of stock due to manufacturer causes, Vendor will inform the State of the estimated date the equipment will be delivered.

#### **Vendor Worry Free Guarantee**

The 30-day Worry Free Guarantee begins on the date the equipment is received. Equipment returned under the Worry Free Guarantee must be returned to the warehouse within 30 calendar days from the date the equipment was received. If the equipment is not returned within this timeframe, Vendor will be unable to credit the State's account for the cost of the equipment. If equipment billing issues arise, Vendor will refer to the Federal Express tracking number and the documentation in Vendor's billing

system at the line level detailing the return. If the equipment is found to have water damage or physical misuse or abuse, the subscriber will be charged the full cost of the equipment.

#### **Worry Free Guarantee Return Procedures**

Step 1: The State may return equipment within 30 days of the date the equipment is received. An e-mail should be sent to the Vendor advising that the return will be made and specifying what equipment should be sent in its place.

Step 2: The Vendor will provide a return-shipping label. Customer's name (e.g. State – CMS, etc.) and the Mobile Telephone Number associated with the returned item must be written on the shipping label in the "FROM" field.

Step 3: All materials originally packaged in the box (phone, charger, manual, packing materials, etc.) must be included in the return in its original box. Enclose a copy of the packing list received with the original item.

Step 4: The State must send an e-mail to the designated Vendor e-mail address with the following information:

- The Federal Express tracking number.
- Itemize specifically/exactly what is being returned, including any accessories that were part of the original order.
- List the associated mobile telephone number.

Step 5: If the line needs to be disconnected as part of this process, send the request via e-mail to the Vendor specifying that you are disconnecting under the Worry Free Guarantee.

Step 6: An e-mail will be sent to the State from the Vendor confirming the processing of the equipment request or the disconnect. This e-mail will include the device serial number (MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, billing account number, vendor and CMS order numbers, applicable rate plan and features for each mobile telephone number, accessories for each mobile telephone number, and shipping tracking number.

#### **Warranty Replacement**

The device warranty begins on the date the equipment is received. Equipment must be shipped back to the Vendor warehouse via Vendor provided return shipping label.

Vendor will ship all warranty replacement devices via next-day parcel delivery to the State of Illinois within 72 hours (excluding weekends and holidays) from the time of the request. Vendor will provide e-mail confirmation to the CMS/DoIT person that placed the warranty replacement order within 24 hours of receipt of the order. Vendor will also supply e-mail confirmation of the shipment of the equipment. This e-mail will contain the device serial number (MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, shipment date, means of shipment, shipment address and any corresponding shipment tracking numbers. This e-mail will be sent to the CMS/DoIT employee that placed the order within 24 hours of shipment.

## **Warranty Replacement Procedure**

Step 1: The State of Illinois will contact the AT&T Customer Care Center with accessibility to the device. The Vendor will troubleshoot and determine if the device is deemed faulty.

Step 2: An e-mail will be sent to the State from the Vendor confirming the processing of the warranty replacement equipment request. This e-mail will include the device serial number (MEID, IMEI, SIM/Serial, etc.) matched to the appropriate mobile telephone number, billing account number, and shipping tracking number.

Step 3: Faulty equipment should be returned via the Vendor provided Federal Express shipping label. Equipment must be returned within 30 days.

The address for all purchase orders and remittances will be:

AT&T Mobility, 555 East Cook Street Floor 3, Springfield, IL 62703, or emailed to [g14342@att.com](mailto:g14342@att.com)

In addition to this, the State of Illinois will have an Account Receivables (AR) Representative available for billing support.

## **Business Continuity/Disaster Recovery Plan**

AT&T agrees to supply the State with a maximum total of 100 wireless voice devices and 25 wireless data modems at no cost to the State of Illinois to have on hand for emergency deployment. The State can then active the 100 voice lines on a flat rate plan and suspend them until they are needed. They would be activated upon request. The wireless data cards would be activated when needed within 4 hours of receipt of the International Mobile Equipment identification (IMEI). Normal usage charges and applicable taxes would apply. The make and model of the 100 wireless voice devices and 25 wireless data modems will be determined solely by AT&T and may vary throughout such term.

## **AT&T Network Disaster Recovery Team (NDR)**

When a natural disaster or crisis occurs, NDR will respond to government and nonprofit organizations and emergency management agencies needing assistance. NDR will provide emergency communications using an Emergency Communications Vehicle (ECV) that the NDR team will stage. In an emergency situation, deployment time will not exceed 24 hours.

## **Training**

Vendor's Account Team will coordinate any onsite and other training requirements with the least amount of disruption. Training on new models may be provided upon request. AT&T Mobility offers standard training and technical seminars as well as select webinars for essential telecom managers and procurement managers at your locations. Vendor will create training programs for the State of Illinois' provisioning and repair teams with their assistance and guidance on topics and format.

End-user training on the use of individual service and equipment is provided upon a mutually agreed upon basis. Current training available to all users on an ongoing basis includes:

- Detailed instructions and user guides provided with products and services

- Training assistance available through representatives at AT&T owned retail locations
- Online tutorials provided for each device on features available on that device
- Technical support provided via AT&T Mobility's toll free customer care lines

Upon request, AT&T agrees to provide the State of Illinois with a minimum of two (2) sessions per year for up to 75 persons to update the State of Illinois on new and emerging products, services and technologies at locations to be determined by the State of Illinois.

**1.2. MILESTONES AND DELIVERABLES: N/A**

**1.3. VENDOR / STAFF SPECIFICATIONS:** AT&T Mobility will provide the State with a primary and secondary point of contact/account manager. The primary and/or secondary point of contact or their delegates will make reasonable efforts to be accessible 24x7x365 via telephone, text message, email, etc. to assist the State with escalating issues during an emergency situation.

**1.4. TRANSPORTATION AND DELIVERY: N/A**

**1.5. SUBCONTRACTING**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? Yes ☐ No ☒

- Subcontractor Name: N/A

Amount to be paid: N/A

Address: N/A

Description of work: N/A

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be 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 the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.6. **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: Within the United States

Value of services performed at this location:

- Location where services will be performed:

Value of services performed at this location:

## **2. PRICING**

- 2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.
- 2.2 EXPENSES ALLOWED:** Expenses are not allowed.
- 2.3 DISCOUNT:** The State may receive a 0 % discount for payment within (N/A) days of receipt of correct invoice.
- 2.4 VENDOR'S PRICING:** Attach additional pages if necessary.
  - 2.4.1 Vendor's Price for the Initial Term:** See Attachment A - Pricing
  - 2.4.2 Renewal Compensation:** If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.
    - 2.4.2.1 Agency/University Formula for Determining Renewal Compensation:** Same as initial term.
    - 2.4.2.2 Vendor's Price for Renewal(s):** See Attachment A - Pricing
- 2.5 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.

### **3. TERM AND TERMINATION**

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of 36 months. If a start date is not identified, the term shall commence 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 10 years.

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.

#### **3.2 RENEWAL:**

3.2.1. Any renewal requires the mutual written agreement of the Parties and is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew, subject to AT&T's mutual written agreement, for a total of 72 months in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**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 in all material respects, excluding situations caused in whole or in part by force majeure

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 a reasonable period of time as specified in the State's written notice. If not cured by that date, which must be at least 30 calendar days following the date of the cure notice, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

If the deletion of any Service Area materially reduces the Service provided to the State hereunder, then the State, within thirty (30) days of the effective date of the Service Area deletion, must notify AT&T in writing of its intent to terminate. Such written notice must specify the material Service Area deletion and must specify a proposed termination date no earlier than thirty (30) days from the date of the notice.

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 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 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.6 SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

- 3.7 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 or CMS reserves funds, 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 or available funds for payment. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and CMS' election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

## **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 on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more 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 Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 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 in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the 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 applicable statutory offset. 30 ILCS 210.

Payment must refer to the invoice number. Charges will be quoted and invoices shall be paid in U.S. currency. Restrictive endorsements or other statements on checks accepted by AT&T will not apply.

4.1.6.1 Taxes include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a State Entity, Corporate Responsible User, AT&T or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity,

enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

AT&T acknowledges that in certain instances State End Users may be tax-exempt. AT&T will accord the proper tax-exempt status to each State Entity that properly establishes such status. Notwithstanding this tax-exempt status, each State Entity must pay any Taxes not covered by its tax-exempt status.

For purposes of determining which jurisdiction's taxes and other assessments to collect, federal law requires AT&T to obtain End Users' Place of Primary Use ("PPU"), which must be their residential or business street address and which must be within a Carrier's licensed Service Area. Customer agrees to provide its respective CRUs' PPU when ordering Service on behalf of such person(s), and to inform its End Users that they must provide their proper PPU when ordering Service in connection with this Agreement. If a CRU doesn't provide AT&T with a PPU, or if it falls outside AT&T's licensed Service Area, AT&T may reasonably designate a PPU within the licensed Service Area for such CRU. Each CRU must live and have a mailing address within AT&T's owned network coverage area.

4.1.6.2 Vendor agrees that the State owns its invoicing information and can use and distribute the information, at its own discretion, to any 3<sup>rd</sup> parties whom the State may engage to help manage the telecom services. Invoicing information includes information on plans, features, costs and volumes.

4.1.6.3 AT&T Mobility will provide billing data in a mutually agreed upon standard electronic media, at no additional cost to the State, with mutually agreed upon detail to allow verification of charges to the line and account level, and rebilling to Central Management Services only, in addition to a summary invoice in paper form. Vendor will endeavor to provide commercially reasonable notice to Central Management Services of any material changes to invoice format changes or any other pertinent matter with the standard electronic media. Vendor must provide full documentation at the State's request for its invoice formats including record layouts, data dictionaries, and any other information the State requires to process Vendor's electronic media for rebilling. This documentation will be provided at no additional cost to the State prior to the Vendor issuing any invoices. Through eBill (AT&T's electronic billing data format) via Premier, EDI (Electronic Data Interface) or DDP (Data Delivery Portal), the State of Illinois will have access to a rolling 16 months of billing information.

4.1.6.4 The State shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred. The State must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else the State waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made in accordance with the State of Illinois Prompt Pay Act.

4.1.6.5 Service and usage charges will be invoiced to the State in arrears. On occasion, the State may be billed for services in a month other than the month in which the State used the service but, in the case of third party charges, cannot be more than 90 days old. Vendor may bill the State on behalf of third party providers of Online Applications that are accessed by the State through the Equipment. Online Applications are defined herein as Wireless Data Services and consist of applications such as e-mail, data, information and other wireless Internet services ("Online Applications"). Send all State of Illinois invoices to:

Agency/University:	Department of Innovation and Technology
Attn:	Invoice Processing
Address:	120 W. Jefferson Street
City, State Zip	Springfield, IL 62702

- 4.2 ASSIGNMENT:** This contract may be assigned or transferred in whole or in part by Vendor to its affiliates with the prior written consent of the State, which consent will not be unreasonably withheld. To the extent that AT&T assigns this contract to an entity or affiliate that the State of Illinois cannot do business with, the State shall have the right to notify AT&T and/or the entity or assignee that the State cannot do business with that entity and that the State is terminating the contract without any penalties or further obligations after the date of the termination.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must provide prior written notice 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 15 days after execution of this contract. Vendor may subcontract work to be performed under this Contract, but shall retain responsibility for all such work. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor 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 and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the 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 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 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 its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, 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 the contract 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 books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time may be of the essence with respect to certain Vendor performance of this contract. The parties must mutually agree in writing for any deliverables or milestones for which time is of the essence. Vendor shall continue to perform its obligations while any dispute concerning the 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 the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract 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 the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the 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 is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and

contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the services, evaluating proposals for new services or performing this Agreement (including in the case of Vendor to detect fraud, to check quality and to operate, maintain and enhance the network and services).

Each party is responsible for complying with the privacy laws applicable to its business. In particular, each Party agrees to comply with all aspects of the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall require its personnel, agents and contractors who process Personal Information (as defined under 815 ILCS 530) of the State to protect such Personal Information in accordance with all applicable data protection laws and regulations. If the State does not want Vendor to comprehend State data to which it may have access in performing services, the State must encrypt such data so that it will be unintelligible. The State is responsible for obtaining consent from and giving notice to its users, employees and agents regarding the State's and Vendor's collection and use of the user, employee or agent information in connection with a service. The State will only make accessible or provide State user Personal Data to Vendor when it has the legal authority to do so. Unless otherwise directed by the State in writing, if Vendor designates a dedicated account representative as the State's primary contact with Vendor, The State authorizes that representative to discuss and disclose the State's customer proprietary network information to any employee or agent of the State without a need for further authentication or authorization.

**4.9 USE AND OWNERSHIP:** No work- for-hire is contemplated under this contract. In the event any such work-for-hire would be required, it shall be governed by a separate agreement.

**4.10 INDEMNIFICATION AND LIABILITY: Vendor's Obligations.** Vendor agrees at its expense to defend and/or settle any third-party claim against Customer, its Affiliates, representatives, attorneys, assignees and its and their respective employees and directors, and to further pay all damages that a court may finally award against such parties, if the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret. This obligation covers all litigation costs including, without limitation, the costs and expenses of any appellate bonds, all reasonable attorneys' fees, settlement payments and any and all damages awarded or resulting from any such claim. These obligations do not apply in circumstances where the claimed infringement arises out of or results from and would not have occurred but for: (a) Customer's, its Affiliate's or a User's infringing content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements

**Infringing Services.** In a situation involving infringing or allegedly infringing Services, Vendor may, at its option, either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, while maintaining equivalent or improved functionality.

**Hold Harmless.** Vendor shall indemnify and hold Customer and its Affiliates and their respective officers, directors, partner, principal, employees, agents, successors and permitted assignees harmless against Damages arising out of third party claims resulting from bodily injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of Vendor, its agents,

employees or subcontractors, in connection with the provision or use of Services. Vendor shall not be liable under this Section for damages caused by service or equipment that is not furnished by Vendor under this Agreement.

**Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 4.10 will notify the other party promptly upon learning of any claim, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 4.10. Notwithstanding the foregoing, the Illinois Attorney General may intervene if necessary to protect the interests of the State; Vendor will not be responsible for any additional costs due to the intervention of the Attorney General.

**Limitation of Liability.**

(a) VENDOR'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE TOTAL NET CHARGES INCURRED BY THE CUSTOMER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. IN THE EVENT THERE ARE NOT TWELVE (12) PRECEDING MONTHS OF CHARGES FOR THE AFFECTED SERVICE, VENDOR'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF TWELVE MONTHS OF PROJECTED MONTHLY SERVICE CHARGES FOR THE AFFECTED SERVICE. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO VENDOR.

(b) SECTION (a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY VENDOR'S NEGLIGENCE OR WILLFUL MISCONDUCT;

(ii) BREACH OF A MUTUALLY AGREED UPON CONFIDENTIAL INFORMATION SECTION, BREACH OF A MUTUALLY AGREED UPON PUBLICITY SECTION, OR BREACH OF A MUTUALLY AGREED UPON TRADEMARKS SECTION;

(iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS ARISING UNDER THE SECTION OF THIS CONTRACT ENTITLED "VENDOR'S OBLIGATIONS" SECTION; OR

(iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) EXCEPT AS SET FORTH IN THE "VENDOR'S OBLIGATIONS" SECTION OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

**DISCLAIMER OF LIABILITY.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS,

OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

VENDOR DOES NOT GUARANTEE CUSTOMER'S NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT VENDOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, THE STATE DATA AND INFORMATION.

- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in 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 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 venture 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 business and regulatory licenses necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Vendor or subcontractor agrees to have a federal and state criminal conviction background check performed (in all counties where an individual has resided for more than 31 days) on all personnel who will be providing either on-site or remote services for the State. Vendor or subcontractor agrees not to assign an individual if their background check reveals that they have been convicted of a felony within the last five (5) years. Vendor or subcontractor will, upon the State's written request, certify that the personnel assigned to perform services for the State have satisfied this criminal conviction background check.

Further, whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of AT&T's officers, employees, or agents who physically perform any of the contract requirements, at State facilities. The State will provide to AT&T advance notice prior to conducting background checks for personnel who perform work at the State's facilities. The State will fully comply with all laws related to making investigative reports and disclosure

of information herein. AT&T shall reassign immediately any such individual who does not pass the background checks. AT&T agrees to cooperate in this regard to the extent that any such requests are not prohibited or limited by its current practices, policies, or collective bargaining agreements. This clause does not excuse AT&T from performing its duties under the contract. The State acknowledges that AT&T may have practices, policies, or collective bargaining agreements that prevent AT&T from requiring its employees or agents from submitting to a background check. If an employee or agent of AT&T refuses to submit to such a background check, such individual will be reassigned as soon as reasonably possible after notification to AT&T, unless prohibited by law.

- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. 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 contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- 4.17 ANTI-TRUST ASSIGNMENT:** If, after a reasonable period of time, 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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do 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 with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the 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 the contact information.
- 4.20 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 any term and condition of this Agreement up through Section 4.25.6 (the "Primary Terms and Conditions") and any term or condition in the Vendor Supplemental Provisions, along with any attachments, the term or condition in the Primary Terms and Conditions shall prevail. Any term and condition in the Primary Terms and Conditions shall

likewise prevail over any conflicting change or amendment to any Vendor terms of use, Vendor acceptable use policies, Vendor end user license agreement, or any other Vendor agreement or license contained or referenced herein or in the software or in any quote provided by the Vendor.

For purposes of clarification, the Parties agree on the following order of priority for the contract materials:

1. The Primary Terms and Conditions;
2. Vendor Supplemental Provisions);
3. Attachment A Pricing;
4. The AT&T Acceptable Use Policy ([www.att.com/aup](http://www.att.com/aup))
5. The Sales Information and other service descriptions incorporated by reference in Vendor Supplemental Provisions; and
6. The RFP, as responded to by AT&T;

Software and purchased equipment may be provided subject to and conditioned upon the acceptance of terms of a separate license or other agreement, not between the State and Vendor, but between the State and either the third-party licensor, or the third-party service provider. The State's execution of any such order for software or purchased equipment is the State's agreement to comply with such separate agreement.

**4.21 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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities. Any decision to suspend or determination of non-responsibility under this paragraph shall not violate applicable law, including the Illinois Procurement Code (30 ILCS 500) and administrative rules.

**4.22 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) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

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

**4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**

Vendor warrants that the supplies furnished under this contract will: (a) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies and (b) be of good title and be free and clear of all liens and encumbrances.

- 4.24.1 Vendor shall insure that all manufacturers' warranties for equipment or software that are available to be passed through to State are so transferred to the State and shall provide a copy of the warranty. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. 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.
- 4.24.1 Vendor does not manufacture the equipment. Vendor will pass through any manufacturer equipment warranty.
- 4.24.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies. Notwithstanding the foregoing, Vendor shall not be required to reassign or remove individuals for an unlawful reason.

**4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

- 4.25.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 4.25.2 The AT&T Mobility Government Account Manager will facilitate regularly scheduled evaluations between the Government Accounts team and the State's Authorized Contact to determine where AT&T Mobility is exceeding, meeting or failing below the State's expectations. The following areas are surveyed on a quarterly basis:
- Order processing
  - Timely conversation of existing mobile telephone numbers
  - Accuracy of reports
  - Resolution of billing issues
  - Equipment

Upon further request, AT&T Mobility will work with the State to develop appropriate performance reports at mutually agreed intervals.

- 4.25.3 The following information will be made available to the State via the AT&T Portal:

Report #1 – Summary Report (includes the following)

- Number of State lines
- Number of local governmental lines
- Number of university/college lines

- Number of IWIN lines
- Number of minutes utilized by State lines
- Number of minutes utilized by local governmental lines
- Number of minutes utilized by university lines
- Dollar amounts of appropriate lines

Report # 2 - Detailed usage and cost report for each State line will be made available to the State via the AT&T Portal (CMS-paid lines require line-level detail. Account-level detail is required for all other entities purchasing from this contract).

- Account Number
- Mobile Number
- Activation Date
- State 3-digit cost center
- IP Address
- SIM Number
- ESN Number
- Upgrade Date
- Equipment Model and Type
- Rate Plan code, description, and cost
- Feature code or description and cost
- Breakdown of all types of minutes allowed, used and any cost associated
- Data usage and cost
- Downloads, Text, Pix Flix number and any cost
- Roaming breakdown on type, minute used or data used and any cost associated
- 411 Calls and cost
- Taxes/Surcharges
- Total per line

#### Report #3 - Zero Usage Report

- Zero Usage Lines

#### Report #4 - Unbilled Data Usage Report

- Unbilled data usage list

The above reports will be supplied to the State at no additional cost. All service that is provided under this Contract must be included in this monthly report. Vendor will provide these reports with aggregated information only for non CMS-paid lines due to Federal regulations governing the release of Customer Proprietary Network Information (CPNI). This report must be made available to the State within 10 business days of the end of the billing cycle.

This report is not for billing purposes, it is useful information for day-to-day operations and verification. It should be provided in Microsoft Excel, or CSV format. Vendor will provide the State with monthly reports highlighting current spend and recommending opportunities to reduce overall spend.

**4.26 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.

**4.27 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.5 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.6 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

**STATE OF ILLINOIS  
STANDARD CERTIFICATIONS**

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**5 SUPPLEMENTAL PROVISIONS**

**5.1. STATE SUPPLEMENTAL PROVISIONS**

- ☐ Agency/University Definitions
- ☐ 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, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- ☐ Agency/University Specific Terms and Conditions
- ☐ Other (describe)

**5.2. VENDOR SUPPLEMENTAL PROVISIONS**

Attachment A – Pricing

Attachment B – Vendor General Terms and Conditions

Attachment C – County/% Coverage Listing and Maps

Attachment D - End User License Agreements

Cisco/Jasper IOT Platform (AT&T Control Center) End User License Agreement

End User License Agreement for AT&T ENHANCED PUSH TO TALK

Attachment E – Letter of Intent – IT Architect

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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### 6 STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

Vendor is the incumbent vendor. In addition, AT&T believes the immediately foregoing certification is wholly inapplicable to the services provided under this Contract.

- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box.

## STATE OF ILLINOIS STANDARD CERTIFICATIONS

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- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS**  
**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

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The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$50,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	CMS – AT&T Wireless/Cellular Services and Equipment Master Contract
Illinois Procurement Bulletin Number	22037605
Contract Number	CMS793372S
Vendor Name	AT&T Mobility National Accounts, LLC
Doing Business As (DBA)	AT&T
Disclosing Entity	AT&T Mobility National Accounts, LLC
Disclosing Entity's Parent Entity	AT&T Mobility II, LLC
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 2

#### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
AT&T Mobility II, LLC	1025 Lenox Park Blvd, Atlanta, GA	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? ☐ Yes ☐ No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: AT&T Mobility National Accounts, LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☒ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. AT&T Response: All questions above are answered to the best of the undersigned's knowledge and belief and subject to the following. AT&T indicates that, in the normal course of business, it, like other large companies, may be involved in a variety of legal proceedings, including some involving AT&T Mobility II, LLC. Collecting and providing the requested information would impose an unreasonable burden on a company the size of AT&T. The ultimate parent company for AT&T Mobility II, LLC is AT&T Inc. Our most recent 10-Q, filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

<http://phx.corporateir.net/phoenix.zhtml?c=113088&p=irol-sec&control selectgroup=Quarterly%20Filings>. To the best of our knowledge, there are no suits pending with any AT&T entity that would materially impair us from meeting our obligations or contracted duties.

## STEP 8

### DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
State of IL/CMS	Telecom Contract (AT&T Mobility) Amendment	Active	Click here to enter text.	CIC6997410B
State of IL	Statewide Master Wireless Contract	Pending		REF #22037605

Please explain the procurement relationship: One existing active contract and one currently under negotiation.

## STEP 9

### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: AT&T Mobility National Accounts, LLC

Signature: 

Date: 2-22-2017

Printed Name: Jeff Kyle

Title: Strategic Account Lead III

Phone Number: 815-685-5235

Email Address: jk8819@att.com

# STATE OF ILLINOIS

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

### This disclosure is submitted for:

- ☐ Vendor
- ☒ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$50,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	CMS – AT&T Wireless/Cellular Services and Equipment Master Contract
Illinois Procurement Bulletin Number	22037605
Contract Number	CMS793372S
Vendor Name	AT&T Mobility National Accounts, LLC
Doing Business As (DBA)	AT&T
Disclosing Entity	AT&T Mobility II, LLC
Disclosing Entity's Parent Entity	
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Company) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 1

#### SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☒ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☒ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 2

#### DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

#### OPTION A – Ownership Share and Distributive Income

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
New Cingular Wireless Services, Inc	1025 Lenox Park Blvd, Atlanta, GA	41.518869%	Click here to enter text.
AT&T Mobility, LLC	1025 Lenox Park Blvd, Atlanta, GA	53.526658%	Click here to enter text.
Bell South Mobile Data, Inc	1025 Lenox Park Blvd, Atlanta, GA	3.682356%	Click here to enter text.
Centennial Communications Corp	1025 Lenox Park Blvd, Atlanta, GA	1.27211%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☒ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☒ Yes ☐ No

### OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

### STEP 3

#### DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

### STEP 4

#### PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? ☐ Yes ☐ No

### STEP 5

#### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

### STEP 6

#### EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: AT&T Mobility II, LLC

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☒ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. AT&T Response: All questions above are answered to the best of the undersigned's knowledge and belief and subject to the following. AT&T indicates that, in the normal course of business, it, like other large companies, may be involved in a variety of legal proceedings, including some involving AT&T Mobility II, LLC. Collecting and providing the requested information would impose an unreasonable burden on a company the size of AT&T. The ultimate parent company for AT&T Mobility II, LLC is AT&T Inc. Our most recent 10-Q, filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section. The 10-Q is found in the investor relations section of our website at:

<http://phx.corporateir.net/phoenix.zhtml?c=113088&p=irol-sec&control selectgroup=Quarterly%20Filings>. To the best of our knowledge, there are no suits pending with any AT&T entity that would materially impair us from meeting our obligations or contracted duties.

## STEP 8

### DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☒ No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: Click here to enter text.

## STEP 9

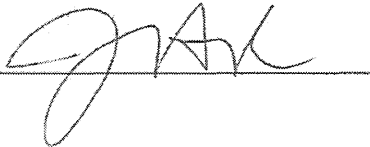
### SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: AT&T Mobility II, LLC

Signature: \_\_\_\_\_



Date: 2/22/2017

Printed Name: Jeff Kyle

Title: Strategic Account Lead III

Phone Number: 815-685-5235

Email Address: jk8819@att.com

**STATE OF ILLINOIS**  
**TAXPAYER IDENTIFICATION NUMBER**

I, \_\_\_\_\_, certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: AT&T Mobility National Accounts LLC

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 91-2016656

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental                           |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien                      |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust                        |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company   |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|  | <input checked="" type="checkbox"/> C = corporation             |
|  | <input type="checkbox"/> P = partnership                        |

Signature of Authorized Representative: \_\_\_\_\_ 

Date: January 15, 2016

## ATTACHMENT A PRICING

Government Pooled Plans										
Vendor Plan Name	Minutes Included	Minute Overage Rate	Pooled Minutes Included (Yes or No)	Nationwide Roaming Rate	Mobile to Mobile Calling Minutes Included	Night and Weekend Minutes Included	Texts Included (text, pics, video)	Data Allowance	Data Overage Rate	Net Monthly Access Fee
Government Pooled Add A Line*	0	\$0.25	Yes	n/a	Unlimited	5,000	n/a	n/a	n/a	\$14.99
Government Pooled 100	100	\$0.25	Yes	n/a	Unlimited	5,000	n/a	n/a	n/a	\$16.99
Government Pooled 200	200	\$0.25	Yes	n/a	Unlimited	5,000	n/a	n/a	n/a	\$17.99
Government Pooled 300	300	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$20.99
Government Pooled 400	400	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$22.99
Government Pooled 500	500	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$25.99
Government Pooled 600	600	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$27.99
Government Pooled 700	700	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$29.99
Government Pooled 800	800	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$31.99
Government Pooled 900	900	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$33.99
Government Pooled 1000	1000	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$36.99
Government Pooled 6000	6000	\$0.25	Yes	n/a	Unlimited	Unlimited	n/a	n/a	n/a	\$106.99

The GOV Pooled Voice plans are subject to the "AT&T Business Pooled Nation Plans" page of the Program Website ([www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms)), incorporated herein by reference.

\$50 Activation Credit for each New voice line of service that activates Service on Voice Plan with an MSC of \$14.99 or higher. Valid during the initial (90) days following the Effective Date of the Agreement.

Features include caller id, voicemail, call waiting, call forwarding and the ability to block caller id and messaging.

The Government Pooled Add a Line plan above includes no minutes but shares the minutes of the pool. It can only be added as a 1:1 ration with the other Government Pooled Plans.

Regarding the Government Pooled Plans, you can only have 6 on your profile at one time.

## National Flat Rate Plan

Vendor Plan Name	Minutes Included	Per Minute Rate	Nationwide Roaming Rate	Mobile to Mobile Calling Minutes Included	Night and Weekend Minutes Included	Texts Included (text, pics, video)	Data Allowance	Net Monthly Access Fee
National Flat Rate	n/a	\$0.06	n/a	Unlimited	Unlimited	n/a	n/a	\$0.00

The National Flat Rate Plan is subject to the terms of use set forth in the AT&T Business National Flat Rate Plan Sales Information, incorporated herein by reference.

Features include caller id, voicemail, call waiting, call forwarding and the ability to block caller id and messaging.

## Government Pooled Bundled Rate Plans

Vendor Plan Name	Minutes Included	Per Minute Rate	Minute Overage Rate	Nationwide Roaming Rate	Mobile to Mobile Calling Minutes Included	Night and Weekend Minutes Included	Texts Included (text, pics, video)	Data Allowance	Net Monthly Access Fee
Government Pooled Bundle AAL	0	n/a	\$0.25	n/a	Unlimited	5,000	Unlimited	Unlimited	\$35.99
Government Pooled Bundle 400	400	n/a	\$0.25	n/a	Unlimited	Unlimited	Unlimited	Unlimited	\$42.99
Government Pooled Bundle 600	600	n/a	\$0.25	n/a	Unlimited	Unlimited	Unlimited	Unlimited	\$46.99
Government Pooled Bundle 800	800	n/a	\$0.25	n/a	Unlimited	Unlimited	Unlimited	Unlimited	\$48.99
Government Pooled Bundle 1000	1000	n/a	\$0.25	n/a	Unlimited	Unlimited	Unlimited	Unlimited	\$51.99
Government Pooled Bundle 6000	6000	n/a	\$0.25	n/a	Unlimited	Unlimited	Unlimited	Unlimited	\$99.40

The GOV Pooled Bundled Rate Plans are subject to the terms of use set forth in the AT&T Business Pooled Nation Sales Information, and the AT&T Business Pooled Nation for Data Sales Information, incorporated herein by reference.

\$100 Activation Credit for each New smartphone line of service that activates Service on Voice Plan with an MSC of \$14.99 or higher combined with a Data Plan with an MSC of \$45.00 or higher on the same device. Valid during the initial (90) days following the Effective Date of the Agreement. Regarding the Government Pooled Plans, you can only have 6 on your profile at one time.

Mobile Hot Spot Plan			
Vendor Plan Name	Data Allowance	Data Overage Rate	Net Monthly Access Fee
Mobile Hotspot Add-On	Unlimited	n/a	\$10.00
The Mobile Hot Spot Plan is subject to the AT&T Acceptable Use Policy, and the terms of use set forth in the AT&T WiFi Sales Information, incorporated herein by reference.			

Messaging Plans		
Vendor Plan Name	Texts Included (text, pics, video)	Net Monthly Access Fee
Messaging 200	200	\$0.00
Unlimited Messaging	Unlimited	\$10.00
The Messaging Plans are subject to the terms of use set forth in the AT&T Nation Calling Plans Sales Information, incorporated herein by reference. No overage charges for unlimited plans. Messaging 200 has overage charges of \$.10 per text. Pay per use text charges can vary based on the type of messaging involved, multimedia, etc. Multimedia per text charges are \$.30 per text. Pay per use text messages are \$.25 per text..		

Enhanced Push To Talk Plans		
Vendor Plan Name	Minutes Included	Net Monthly Access Fee
EPTT Only	Unlimited PTT	\$18.99
EPTT Add on to National Flat Rate	Unlimited PTT	\$10.00
EPTT Add On to Voice (Not Flat Rate)	Unlimited PTT	\$3.00
The Push To Talk Plans are subject to the terms of use set forth in the AT&T Enhanced Push To Talk Sales Information, incorporated herein by reference.		

Directory Assistance	
Vendor Plan Name	Per Minute Rate
Directory Assistance	\$1.99

Wireless Priority Service (WPS)		
Vendor Plan Name	Monthly Access Fee	Per Minute Rate
Wireless Priority Service	\$1.99	\$0.75

The State of Illinois can only enroll or de-enroll in WPS by having their organization's point of contact (POC) for priority service submit a request to the NS/EP at <https://www.dhs.gov/wireless-priority-service-wps>.

### Wireless Home Phone Plan

Vendor Plan Name	Minutes Included	Pooled Minutes Included	Minute Overage Rate	Mobile to Mobile Calling Minutes Included	Night and Weekend Minutes Included	Texts Included (text, pics, video)	Data Allowance	Net Monthly Access Fee
Wireless Home Phone	Unlimited	No	n/a	Unlimited	Unlimited	No	n/a	\$20.00

Features include caller id, voicemail, call waiting, call forwarding and the ability to block caller id.

### Data Rate Plans

Vendor Plan Name	Data Allowance	Data Overage Rate	Hotspot Included (Yes or No)	Net Monthly Access Fee
Data Connect 5GB Pooled	5GB	\$10 per GB	Yes	\$32.99
Unlimited Data Connect Throttled	Unlimited	n/a	No	\$36.99
Unlimited Data Connect	Unlimited	n/a	No	\$39.99
Unlimited Smartphone Data Add On	Unlimited	n/a	No	\$39.99

The Data Rate Plans are subject to the AT&T Acceptable Use Policy, and the terms of use set forth in the AT&T Data Rate Plans Sales Information, incorporated herein by reference.

\$50 Activation Credit for each New data line of service that activates Service on Data Connect Plans with an MSC of \$32.99 or higher not including the Unlimited Smartphone Data Add On plan. Valid during the initial (90) days following the Effective Date of the Agreement.

End users on the Unlimited Data Connect Throttled plan who have exceeded 22GB of data in a billing period may experience reduced speeds for the remainder of that billing period when using data services at times in areas that are experiencing network congestion.

### Pooled Telemetry Rate Plans

Vendor Plan Name	Data Allowance	Data Overage Rate	Hotspot Included (Yes or No)	Net Monthly Access Fee
Pooled Telemetry Connect 1MB	1MB	\$.005/KB	No	\$4.49
Pooled Telemetry Connect 2MB	2MB	\$.005/KB	No	\$4.99
Pooled Telemetry Connect 3MB	3MB	\$.005/KB	No	\$5.49
Pooled Telemetry Connect 4MB	4MB	\$.005/KB	No	\$5.99
Pooled Telemetry Connect 5MB	5MB	\$.005/KB	No	\$6.50

Pooled Telemetry Connect 10MB	10MB	\$.005/KB	No	\$8.50
The Pooled Telemetry Rate Plans are subject to the AT&T Acceptable Use Policy, and the terms of use set forth in the AT&T Business Connect Plans Sales Information, incorporated herein by reference.				

Business Connect Rate Plans				
Vendor Plan Name	Data Allowance	Data Overage Rate	Hotspot Included (Yes or No)	Net Monthly Access Fee
Business Connect 20MB	20MB	\$.001/KB	No	\$12.00
Business Connect 50MB	50MB	\$.00097/KB	No	\$17.60
Business Connect 250MB	250MB	\$.0003/KB	No	\$20.99
Business Connect 1GB	1GB	\$.0003/KB	No	\$22.99
Business Connect 5GB	5GB	\$.0003/KB	No	\$34.99
The Pooled Telemetry Rate Plans are subject to the AT&T Acceptable Use Policy, and the terms of use set forth in the AT&T Business Connect Plans Sales Information, incorporated herein by reference.				
These plans are intended for data devices such as laptop modems, MiFi, USB cards and other non-stocked devices like wireless routers.				

AT&T Control Center Rate Plans		
Data Allowance	Data Overage Rate	Net Monthly Access Fee
1MB	\$5.00/MB	\$2.49
3MB	\$5.00/MB	\$4.49
5MB	\$5.00/MB	\$5.49
10MB	\$1.00/MB	\$6.99
25MB	\$1.00/MB	\$7.99
50MB	\$1.00/MB	\$12.49
300MB	\$0.015/MB	\$15.00
1GB	\$0.015/MB	\$20.00
5GB	\$0.015/MB	\$45.00

The AT&T Control Center Rate Plans are subject to the terms of use set forth in the AT&T Control Center Sales Information, incorporated herein by reference. No Additional Discounts apply. \$0.00 SIM Card Fee. \$0.00 Activation Fee. No Voice. No Equipment Provided. No DSP Involvement allowed.

### AT&T Navigator

**Vendor Plan Name**  
AT&T Navigator

**Net Monthly Access Fee**  
\$9.99

The AT&T Navigator Rate Plans are subject to the terms of use set forth in the AT&T Navigator Sales Information, incorporated herein by reference.

### AT&T Workforce Manager

**Vendor Plan Name**

**Net Monthly Access Fee**

Standard

\$10.00

Enhanced

\$15.00

Premium

\$20.00

Optional Intelligent Add-On

\$5.00

The AT&T Workforce Manager Rate Plans are subject to the terms of use set forth in the AT&T Workforce Manager Sales Information, incorporated herein by reference.

### AT&T Fleet Manager

**Vendor Plan Name**

**Net Monthly Access Fee**

Fleet Driver Center Transportation – Monthly SaaS only. All required telemetry and driver display hardware must be purchased separately.- Requires a minimum 2 MB data plan for telemetry- Requires an Android tablet and tablet data plan that is approved for use with this offer or one of the available MDT packages as an alternative to the Android tablet and tablet data plan

\$23.00/unit

Fleet Manager Winter Operations Seasonal Standby (full standby capability)

\$10.00/unit

Fleet Manager GVT Monthly Service Fee Includes: 10 Second Reporting and Vehicle Activity Report by Landmark

\$25.00/unit

Fleet Manager GVT Winter Operations Monthly Service Fee Includes: 10 second reporting, and Winter Operations Report. Minimum 6 MB Data Plan recommended

\$31.00/unit

Fleet Manager Asset Watcher – Asset Watcher language reporting

\$9.00/unit

Fleet Manager Asset Watcher – Asset Watcher Portal Configuration – Trailer Tracking

\$12.00/unit

Fleet Manager Basic – includes maximum 2 minute updates simple track and trace

\$14.00/unit

Fleet Manager GVT Fleet-Pro: Includes Fleet Manager Basic + Messaging + Job Management features

\$31.00/unit

Fleet Manager Pro – includes Fleet Manager Basic and Engine Diagnostics

\$19.00/unit

Fleet Manager In-cab Navigation: can be added to Transportation Plan

\$12.00/unit

Fleet Manager Back-office Data Pump – Requires Professional Services for Activation and Setup	\$3.00/unit
Fleet Manager Driver Reporting – can be added to any Plan except for Transportation Plans where they are included. Requires Locator Driver ID Kits when MDT not used.	\$4.00/unit
Fleet Manager Enhanced Speeding Report Against Posted Limits or Road Types	\$1.00/unit
Fleet Manager FLEETCOR® fuel card reporting	\$2.00/unit
Fleet Manager Fuel Tax (IFTA) reporting – output to an external system such as ProMiles™	\$7.00/unit
Fleet Manager Satellite Reporting 12K Data Plan 1st 12 Kbytes Included	\$22.00/unit
Fleet Manager Telemetry – must have ordered Fleet Manager Pro. Charge is for up to 2 Digital Inputs or Outputs and maximum transmission of 500 records per month via Telemetry.	\$3.50/unit
Fleet Manager 2 Minute Reporting – can be added to any plan to increase record transmission frequency	\$3.50/unit
Fleet Manager Temperature Monitoring – One zone temperature monitoring. Includes 5 minute time based records with temperature plus additional records for upper and lower temperature threshold crossings	\$3.00/unit
Fleet Manager Turn by Turn updates	\$11.00/unit
The Fleet Manager plans are subject to the "AT&T Fleet Manager" page of the Program Website ( <a href="http://www.att.com/abs-addtl-term">www.att.com/abs-addtl-term</a> )	

### AT&T Fleet Manager (Non-recurring)

TYPE	DESCRIPTION	PRICE
Accessory	P3PP-AFMWT-03-09-0158-00, Cable – Smart Cable for WT7000 H+ – WT0150A	\$90.00/unit
Accessory	P3PP-AFMWT-03-04-0026-00, Temperature Sensor Kit for WT 7000H+ / WT 2250	\$106.00/unit
Accessory	P3PP-AFMWT-03-09-0171-00, MDT3500 Audio Kit	\$50.00/unit
Accessory	P3PP-AFMWT-03-05-0006-00, Bluetooth Dongle	\$150.00/unit
Accessory	P3PP-AFMWT-03-09-0160-00, Blue Tooth – Smart Cable – WT-0150B	\$150.00/unit
Accessory	P3PP-AFMWT-03-20-0013-00, Garmin Cable	\$115.00/unit
Accessory	P3PP-AFMWT-03-04-0019-00, WT1900 (Iridium Satellite Modem with Dual Mode Cell Switching W/Iridium mag antenna) for WT7000	\$900.00/unit
Accessory	P3PP-AFMWT-03-04-0061-00, Optional OBD Gateway Connector Light Duty Vehicle Diagnostics for use with 5000, 6000 and 7000 locators	\$150.00/unit
Accessory	P3PP-AFMWT-03-01-0001-00, Panic button – hardwired (hardwired to the vehicle) – for WT7000	\$30.00/unit
Accessory – MDT	P3PP-AFMWT-70-03-0015-00, Ram Mount Kit – MDT 3500 / MDT 3200	\$45.00/unit
Accessory – MDT	P3PP-AFMWT-70-14-0009-00, SD Card – Map Data for Nav	\$45.00/unit
Accessory – MDT	P3PP-AFMWT-03-04-0004-00, Locator Driver ID Button & Holder ONLY (no Reader) – for WT7000	\$10.00/unit
Accessory – MDT, Software	P3PP-AFMWT-04-03-00010, Standard Forms software – for MDT2000CE-X or MDT3100	\$12.00/unit
Accessory Bundle	P3PP-AFMWT-03-09-0174-00, WT 3500 Bundle with GPS Locator – Rugged Portable	\$1,400.00/unit
Accessory Bundle	P3PP-AFMWT-03-09-0182-00, WT 3200 Bundle with GPS Locator – Fixed Mounted	\$800.00/unit
Accessory Bundle	P3PP-AFMWT-03-09-0168-00, MDT3500 Kit Rugged MDT – Portable	\$1,099.00/unit
Accessory Bundle	P3PP-AFMWT-03-09-0175-00, MDT3200 Kit MDT – Fixed Mounted	\$650.00/unit
Accessory Locator	P3PP-AFMWT-03-03-0004-00, Internal Battery for WT7000	\$35.00/unit
Accessory Locator	P3PP-AFMWT-03-04-0022-00, Driver LED Visual Feedback for WT7000	\$55.00/unit
Accessory Locator	P3PP-AFMWT-03-04-0023-00, Locator Driver ID Kit for WT7000	\$40.00/unit
Accessory Locator	P3PP-AFMWT-03-14-0001-00, Starter Disable Relay Kit for WT7000	\$22.00/unit

Accessory Locator	P3PP-AFMWT-03-01-0005-00, Trailer Door Sensor (Wide Gap) for WT7000	\$50.00/unit
Activation and Setup	P3PP-AFMWT-05-01-0077-0005, Webtech Driver Center Software License Activation	\$50.00/unit
Activation and Setup	P3PP-AFMWT-05-01-0001-00, Activation – Standard Activation per vehicle (includes configuration and set up of Locator and Portal)	\$14.00/unit
Activation Hardware Enabling	P3PP-AFMWT-05-10-0004-00, Enable Locator – Trip Recorder – Requires WT 7000H+	\$75.00/unit
Activation Hardware Enabling	P3PP-AFMWT-05-01-0042-00, Enable Accelerometer Option for WT7000/51XX	\$10.00/unit
Activation Hardware Enabling	P3PP-AFMWT-05-01-0004-00, Enable Locator – WT1900 Satellite Modem	\$55.00/unit
Cable	Vehicle Interface Cable – Light Duty – J-1962 (Class 1 cars & vans)	\$50.00/unit
Cable	Vehicle Interface Cable – Heavy Duty – J-1939 (International & Freightliner)	\$50.00/unit
Cable	Integration Cable for Dickey John Control Point Integration Cable	\$40.00/unit
Cable	Integration Cable for Bosch Rexroth CompuSpread CS440	\$40.00/unit
Cable	Spreader Controller Cable for Force America, Cirus, and Epoke controllers. Activation Keys may be required from Controller Manufacturers	\$20.00/unit
Cable	Vehicle Interface Cable – Heavy Duty – J-1939 (Kenworth & Peterbilt)	\$50.00/unit
Cable	Vehicle Interface Cable – Heavy Duty – (Volvos)	\$50.00/unit
Cable	WT10X Input/Output Cable	\$50.00/unit
Sensor	Includes Proximity Sensor with 10 meter cordset and mounting bracket. Customer is responsible for welding brackets onto vehicle.	\$160.00/unit
Sensor	Hydraulic Pressure Sensor. Customer responsible for installing sensor on hydraulic line and supplying necessary T-adapter	\$160.00/unit
Extended Warranty	P3PP-AFMWT-09-00-0040-00, MDT 3100 Depot Repair Service – Bronze Plan	\$33.00/unit
Extended Warranty	P3PP-AFMWT-09-00-0034-00, MDT 3100 Onsite and Depot Repair Service – Gold Plan	\$52.00/unit
Extended Warranty	P3PP-AFMWT-09-00-0036-00, WT 7000H+ Locator Depot Repair Service BRONZE – Plan each additional year	\$24.00/unit
Extended Warranty	P3PP-AFMWT-09-00-0030-00, WT 7000 H + Gold Plan – Onsite and Depot Repair Service Plan for each additional year	\$37.00/unit
Flex – SatDat overage	P3PP-AFMWT-SATFLEX, Flex – SatDat overage	\$1.75/Kbyte
Hardware – Asset Watcher	P3PP-AFMWT-01-01-0032-00, WT 2200 Long Life Battery Asset Watcher – 6 Hour Reporting (TTU-700) expected useful of 18 months – 3G Device	\$265.00/unit
Hardware – Asset Watcher	P3PP-AFMWT-01-01-0031-00, WT 2250 Powered Trailer & Asset Watcher – 5 Minute Reporting (TT-2820) – up to six month rechargeable battery – 3G Device	\$235.00/unit
Hardware Special Offer	MRM Hardware Special Offer (only uses with matching Special Offer SOC's that require a term commitment)	\$1.00/unit
Locator	Includes GPS locator, Power Cable, GPS and GPRS antenna	\$265.00/unit
Locator	WT10X GPS LOC – WITH PUB WORKS	\$422.00/unit
Locator	Includes GPS locator, Power Cable, GPS and GPRS antenna, ECM Vehicle Integration Cable, Hours of Service – ELD functionality	\$350.00/unit
Locator	P3PP-AFMWT-01-01-0028-00, WT7000H+ – Locator with 3G HSPA modem. Includes: accelerometer, CANBUS, J1708, 2 serial ports, stubby antenna, GPS long antenna, mounting bracket, and 6.2 power/data cable	\$265.00/unit
Locator	Tablet Bundle with GPS Locator	\$350.00/unit
Locator	P3PP-AFMWT-01-33-3309-00, WT9000H Bundle – Includes: WT9000 locator, Power Cable, Fuses and DB-44 Harness, Antenna and Spreader Cable	\$480.00/unit

Locator	P3PP-AFMWT-01-01-0030-00, WT 4500 Plug and Play – 2 Minute Reporting (LMU3000) 3G Device	\$265.00/unit
Locator Option	P3PP-AFMWT-70-06-0042-00, Road Vault Replacement Cables – for WT5000L	\$35.00/unit
Locator Option	P3PP-AFMWT-03-09-0169-00, Driver ID Kit - HID Card Reader – WT5130/7000 H+	\$200.00/unit
Hardware Option	P3PP-AFMWT-SOE-FLEX, Special Order Equipment – FLEX CHARGE	As Specified
Install	Installation Basic Asset – WT2200 for Asset Solution	\$75.00/unit
Install	Installation Standard – Locator In Cab/WT2250 Trailer Tracking	\$100.00/unit
Install	Installation Advanced – Driver Center Bundle/WT2250 Yellow Iron	\$195.00/unit
Install	Installation Onsite – Hourly Rate for Qualified Installer	\$99.00/unit
Install	Installation Premium Telemetry – Switch/Plow Sensor/Temp Probe	\$100.00/unit
Install	De-Installation – Locator and Antenna	\$75.00/unit
Install	P3PP-AFMWT-05-02-0034-00, Install – Trailer – Flatbed	\$285.00/unit
Install	P3PP-AFMWT-PSCI-FLEX, Professional Services – Custom Install FLEX CHARGE	\$100/unit
Install	Installation Basic Telemetry – ECM/Driver ID/Panic Button/LED	\$40.00 /unit
Install	Installation Advanced Telemetry – Starter Disable/Sensors/Probes	\$60.00 /unit
Install	P3PP-AFMWT-05-02-0088-00, Government Installation – Standard	\$190.00/unit
Pro Services	P3PP-AFMWT-05-09-0006-00, Data Pump Development Kit and Operations Support – One-time fee. Data pump simulator, documentation and sample codes, 2.5 days of implementation support and 4 hours of technical support.	\$5,700.00/ occurrence
Pro Services	P3PP-AFMWT-PS-FLEX, Professional Services – FLEX CHARGE	\$200/hour
Pro Services	P3PP-AFMWT-05-05-0004-00, Level 1 Support & Project Coordination – Hourly Rate	\$150.00/hour
Pro Services	P3PP-AFMWT-05-05-0012-00, Level 2 Support and Project Management	\$200.00/hour
Pro Services	P3PP-AFMWT-05-05-0015-00, Level 3 Support and Engineering	\$225.00/hour
Training	P3PP-AFMWT-05-05-0024-00, Install Qualification Training For Customers Installers – Delivered on-line	\$575.00/ occurrence
Training	P3PP-AFMWT-PST-FLEX, Professional Service – Training – FLEX CHARGE	\$200/hour
Training	P3PP-AFMWT-05-06-0006-00, Introduction to Quadrant – Delivered on-line	\$550.00/ occurrence
Training	P3PP-AFMWT-05-06-0007-00, 1 day Certified Quadrant System Admin training – Delivered on-site up to 10 people (does not include Travel or Lodging expenses)	\$4,400.00/ occurrence
The Fleet Manager plans are subject to the "AT&T Fleet Manager" page of the Program Website ( <a href="http://www.att.com/abs-addtl-term">www.att.com/abs-addtl-term</a> )		

### AT&T International Add On Rate Plans

Vendor Plan Name	Calling	Messages	Data Allowance	Data Overage Rate	Net Monthly Access Fee
AT&T Passport	\$1.00 /Minute	Unlimited Sent Msgs	200MB Cellular Data; Unlimited Wi-Fi	\$0.25/MB	\$19.50
AT&T Passport Silver	\$0.50 /Minute	Unlimited Sent Msgs	300 MB Cellular Data; Unlimited Wi-Fi	\$0.20/MB	\$39.00
AT&T Passport Gold	\$0.35 /Minute	Unlimited Sent Msgs	800 MB Cellular Data; Unlimited Wi-Fi	\$0.15/MB	\$78.00
AT&T Passport Data	n/a	n/a	200 MB Cellular Data; Unlimited Wi-Fi	\$0.25/MB	\$19.50
AT&T Passport Data Silver	n/a	n/a	300 MB Cellular Data; Unlimited Wi-Fi	\$0.20/MB	\$39.00

AT&T Passport Data Gold	n/a	n/a	800 MB Cellular Data; Unlimited Wi-Fi	\$0.15/MB	\$78.00
The AT&T International Rate Plans are subject to the terms of use set forth in the AT&T International Rate Plans Sales Information, incorporated herein by reference.					
Unlimited Texting applies only to messages sent via AT&T Short Messaging Service (SMS) and Multimedia Messaging Service (MMS) and not to other messaging services or applications. Messages received are charged at domestic messaging rates.					

Equipment		
Manufacturer	Model	Net Price
Kyocera	DuraXE	\$0.00
Samsung	Galaxy S5 16GB	\$0.00
Samsung	Galaxy S6 32GB	\$0.00
Samsung	Galaxy Tab E	\$99.99
Apple	iPhone SE 16GB	\$0.00
Apple	iPhone 6S 16GB	\$99.99
Apple	iPad Air 2 16GB	\$329.99
Apple	iPad Pro 32GB	\$629.99
Sonim	XP5	\$0.00
LG	B470	\$0.00
LG	Xpression 2	\$0.00
Netgear (MiFi)	Unite Explore	\$0.00
Sierra Wireless (USB)	Beam	\$0.00
AT&T	Trek HD 2 8.0	\$0.99
AT&T POTS Replacement	Wireless Home Phone	\$0.00
AT&T	MicroCell (up to 5,000 sq.ft.)	\$149.99
Cel-Fi	Cel-Fi (up to 13,000 sq.ft.)	\$699.99
AT&T Will offer a voice centric device at no charge. 30% discount on Accessories purchased through the Premier Website or through the State's Account Rep.. Equipment subject to change at AT&T discretion due to equipment end of life.		

## Vendor General Terms and Conditions

### 1. Service.

**1.1 AT&T Markets.** Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time.

**1.2 Availability/Interruption.** Service will be available only within the operating range of each Carrier's wireless system in AT&T Markets and where roaming is available through other carriers (each, a "Service Area"). AT&T may from time to time add or delete Service Areas, and AT&T may terminate Service to Customer's Corporate Responsibility User(s) (CRU) in any such deleted Service Area and/or terminate the Agreement if the Service Area deletion affects all of Customer's CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, AT&T does not guarantee Customer uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. AT&T may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, AT&T may interrupt or terminate Service without notice: (a) if AT&T has reasonable cause to believe that Customer's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, AT&T's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening material, or (v) constitutes spam or other abusive messaging or calling, or a security risk.

**2. Plans; Sales Information.** Customer may choose from Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website ([www.att.com/abs-addtl-terms](http://www.att.com/abs-addtl-terms)). The Plans may be modified by AT&T from time to time. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed. Customer is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms), as well as applicable product-specific pricing and/or additional product-specific terms and conditions set forth in (i) separate product briefs and rate brochures, (ii) at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms) or [wireless.att.com/businesscenter](http://wireless.att.com/businesscenter) (or such other site that AT&T may designate), and/or (iii) in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. Customer can contact its AT&T representative for copies of the Sales Information. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

### 3. Equipment.

**3.1 Availability.** With respect to Numbers provisioned from AT&T Markets, Customer may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by AT&T from time to time. Specific models of Equipment are subject to availability limitations.

**3.2 General.** Customer is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from AT&T or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of AT&T's wireless network, including those that work while on AT&T's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. AT&T may periodically program Customer's Equipment remotely with system settings for roaming service, to direct Customer's Equipment to use network services most appropriate for Customer's CRUs' typical usage, and other features

that cannot be changed manually. Customer agrees that Customer and/or its CRUs won't make any modifications to the Equipment or its programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

**3.3 Shipping, Title and Risk of Loss.** Title and risk of loss will pass to Customer upon delivery of the Equipment to the address specified in the order.

#### **4. Activation and Other Processes.**

**4.1 Additional Products, Services, Equipment, and Programs.** AT&T may make additional products, services, Equipment and/or programs available to Customer through Attachments posted under the "Additional Products, Services, Equipment and Programs" section of the Program Website (collectively, "Optional Programs"). To the extent Customer orders, pays for, or otherwise receives the benefit of any Optional Program, Customer will be bound by the rates, terms and conditions set forth in the corresponding Attachment, as well as in any Sales Information referenced therein, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference.

**4.2 Identification and Password.** Before Customer may use certain AT&T online activation, enrollment, configuration and/or support services, an authorized representative of Customer must register with AT&T and create a login identification ("ID") and password. Use of this login ID and password will enable Customer and/or its employees and agents to make certain changes to Customer's and/or CRUs' account(s). Customer is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Customer, or issued to Customer by AT&T, for purposes of giving Customer access to activation, enrollment, configuration and support services. AT&T is entitled to rely on information it receives from Customer or its agents and may assume that all such information was submitted by or on behalf of Customer.

**4.3 Supplemental Services.** AT&T may also make available to Customer certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized AT&T to resell to Customer and distribute to Customer, or provide Customer with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. Available Supplemental Services are listed at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms), as modified by AT&T from time to time, and may include, without limitation, products that enable fleet tracking, mobile productivity, or workforce automation and/or messaging, email, email forwarding or other server software-based services. Customer acknowledges that (a) Customer is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by Customer and/or its CRUs, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are incorporated herein by reference, and (b) Customer is also subject to the third party's EULA and other terms and conditions for any Supplemental Service selected by Customer and/or its CRU. Supplemental Services are subject to change without notice.

#### **5. Payment and Charges.**

##### **5.1 Charges.**

**5.1.1 Generally.** If Equipment is shipped to Customer or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Customer may be charged for Services while the Equipment is still in transit. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. Unless otherwise provided in the

corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services when roaming on other carriers' networks, including internationally may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Customer's Anytime monthly minutes in the month in which the calls appear on Customer's bill. Customer also remains responsible for paying the monthly service fee if Service is suspended for nonpayment.

**5.1.2 Voice Service Charges.** AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed. All outgoing calls on AT&T's wireless network for which AT&T's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for AT&T to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of AT&T's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

**5.1.3 Wireless Data Service Charges.** DATA TRANSPORT OR USAGE IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT OR USAGE IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT/USAGE FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT/USAGE USED ON EACH DATA SESSION. TRANSPORT OR USAGE IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. AT&T's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on AT&T's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations, billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies

with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

**5.2 Software.** Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software. For the avoidance of doubt, software referred to herein does not include Software (as defined in the Enterprise Customers: Additional Service and Equipment Related Terms found at [att.com/abs-addtl-terms](http://att.com/abs-addtl-terms)) or any Supplemental Service.

**5.3 Disputed Charges.** In the event of a disputed invoice, Customer will pay the entire undisputed amount of the invoice. Vendor, Customer and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission, which must be in writing, of the dispute to Vendor.

## **6. Use of Service.**

**6.1 Changes to Numbers.** Except as otherwise provided by law, Customer has no property rights to any Number.

**6.2 Fraud Prohibited.** Customer and its respective CRUs will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Customer's Equipment is lost or stolen, Customer and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting AT&T at the phone number listed on the monthly invoice or at [wireless.att.com](http://wireless.att.com). Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T except as otherwise provided by law, and Customer remains responsible for complying with all other obligations under this Agreement including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if AT&T or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Customer notice of its intent to cancel. In the event Customer instructs the Carrier to retain Service, Customer will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Customer will not be liable for IRUs' charges under any such circumstance. Additionally, Customer agrees to adopt, at no additional charge to Customer, any reasonable fraud prevention or fraud reduction processes or products recommended by AT&T or, if not adopted by Customer, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

**6.3 Acceptable Use; Restrictions Regarding Service.** All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at [att.com/AcceptableUsePolicy](http://att.com/AcceptableUsePolicy), as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

**6.4 Ownership.** AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Neither Customer nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

**6.5 Content.** Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or

materials accessible through the Service or any of AT&T's systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

**6.6 Location-Based Services.** AT&T collects information about the approximate location of Equipment in relation to AT&T's cell towers and the Global Positioning System ("GPS"). AT&T uses that information, as well as other usage and performance information also obtained from AT&T's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve AT&T's network and the quality of customers' wireless experience. AT&T may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic monitoring. It is the Customer's responsibility to notify all CRUs on Customer's account that AT&T may collect and use location information from their Equipment. The CRUs are capable of purchasing through the Equipment and using optional goods, content and services (at Customer's request or the request of a CRU on Customer's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). Customer should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location Based Service to learn how the location information will be used and protected. Customer and its CRUs may refer to AT&T's privacy policy at [att.com/privacy](http://att.com/privacy) for additional details.

**6.7 AT&T 411 Info.** AT&T's directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. Customer understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to AT&T's use of the CRU's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Customer and its CRUs may refer to AT&T's privacy policy at [att.com/privacy](http://att.com/privacy) for additional details.

**6.8 American Recovery and Reinvestment Act.** Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. Vendor may be subject to some of these restrictions, requirements and reporting obligations when Service, Equipment and/or Supplemental Services are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), Vendor must be apprised of them before provisioning the Service, Equipment and/or Supplemental Services. Accordingly, the Service, Equipment and/or Supplemental Services provided under this Agreement shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide Vendor with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which Vendor specifically agrees in such separate writing) are found to be applicable, then Vendor may, in its sole discretion, reject such order or immediately terminate the provision of any affected Service, Equipment and/or Supplemental Service without further liability or obligation.

**7. Publicity and Advertising.** Neither party will publish or use any advertising, sales promotion, press release or other publicity that uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

**8. Miscellaneous.**

**8.1 Defined Terms.** Unless specifically excepted, all defined terms, regardless of where defined, will have the same meaning in all documents comprising this Agreement including, without limitation, the Cover Page (if applicable), the Program Description, the General Terms and Conditions, and all attachments. In addition to the terms defined elsewhere, these terms will have the following meanings in the Agreement:

**8.1.1 "Affiliate"** (a) when referring to an affiliate of AT&T, means and includes legal entities controlling or controlled by or under common control with AT&T; and (b) when referring to an affiliate of Customer, means and includes an entity controlling or controlled by or under common control with Customer, where control is defined as (i) the ownership of at least thirty five percent (35%) of the equity or beneficial interest of such entity; or (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

**8.1.2 "AT&T Mobile Services"** means commercial mobile radio services, including without limitation, Voice Service, Wireless Data Service and Messaging Services.

**8.1.3 "Carrier" or "Carriers"** means a licensed Affiliate of AT&T that operates commercial mobile radio telecommunications systems in the geographic areas covered by the Agreement and, with respect to §8 of these General Terms and Conditions, includes the Carriers' respective employees, officers, agents and subcontractors.

**8.1.4 "AT&T" or "party"** when it refers to AT&T includes AT&T, its Affiliates, and their respective employees, officers, agents and subcontractors.

**8.1.5 "AT&T Markets"** means a geographic area served by Affiliates under common control with AT&T.

**8.1.6 "Equipment"** means the wireless receiving and transmitting equipment or SIM (Subscriber Identity Module) Card that AT&T has authorized to be programmed with a Number or Identifier, and any accessories.

**8.1.7 "Messaging Services"** means optional text/instant messaging and picture/video messaging features available with qualified Plans for use with Messaging Service-capable Equipment.

**8.1.8 "Number" or "Identifier"** means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

**8.1.9 "Plan"** means an AT&T Mobile Services calling or other rate plan.

**8.1.10 "Service"** means the AT&T Mobile Services, Equipment, Optional Programs and Supplemental Services provided by Vendor under this Agreement.

**8.1.11 "Voice Service"** means wireless voice telecommunications services.

**8.1.12 "Wireless Data Service"** means wireless data telecommunications services.

**8.2 Compliance with Laws.** Vendor and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement.

**8.3 Governing Law.** This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of Illinois. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, this Agreement will be amended as necessary to conform to such regulations.

**8.4 Third Party Beneficiaries.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

**8.5 TTY Users.** Although some digital wireless phones and TTYs are compatible, the FCC recommends TTY users consider other options when calling 911, including using a wireline phone or Telecommunications Relay Services.

**8.6 Remedies Nonexclusive.** Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

## Attachment C

COUNTY	% Voice Coverage 0%-100% (Vendor must indicate with a % of the county that one can utilize Voice Services.)	% Low-Speed Data <u>Coverage</u> 0%-100% (Vendor must indicate with a % of the county that one can utilize Low-Speed Data Services.)	% High-Speed Data <u>Coverage</u> 0%-100% (Vendor must indicate with a % of the county that one can utilize High-Speed Data Services.)
Adams	100.00%	100.00%	100.00%
Alexander	99.60%	99.60%	99.60%
Bond	100.00%	100.00%	100.00%
Boone	100.00%	100.00%	100.00%
Brown	100.00%	99.02%	99.02%
Bureau	100.00%	100.00%	100.00%
Calhoun	100.00%	99.65%	99.65%
Carroll	92.92%	95.38%	97.23%
Cass	100.00%	100.00%	100.00%
Champaign	100.00%	100.00%	100.00%
Christian	100.00%	100.00%	100.00%
Clark	98.61%	98.61%	98.61%
Clay	100.00%	100.00%	100.00%
Clinton	100.00%	100.00%	100.00%
Coles	99.41%	99.41%	99.41%

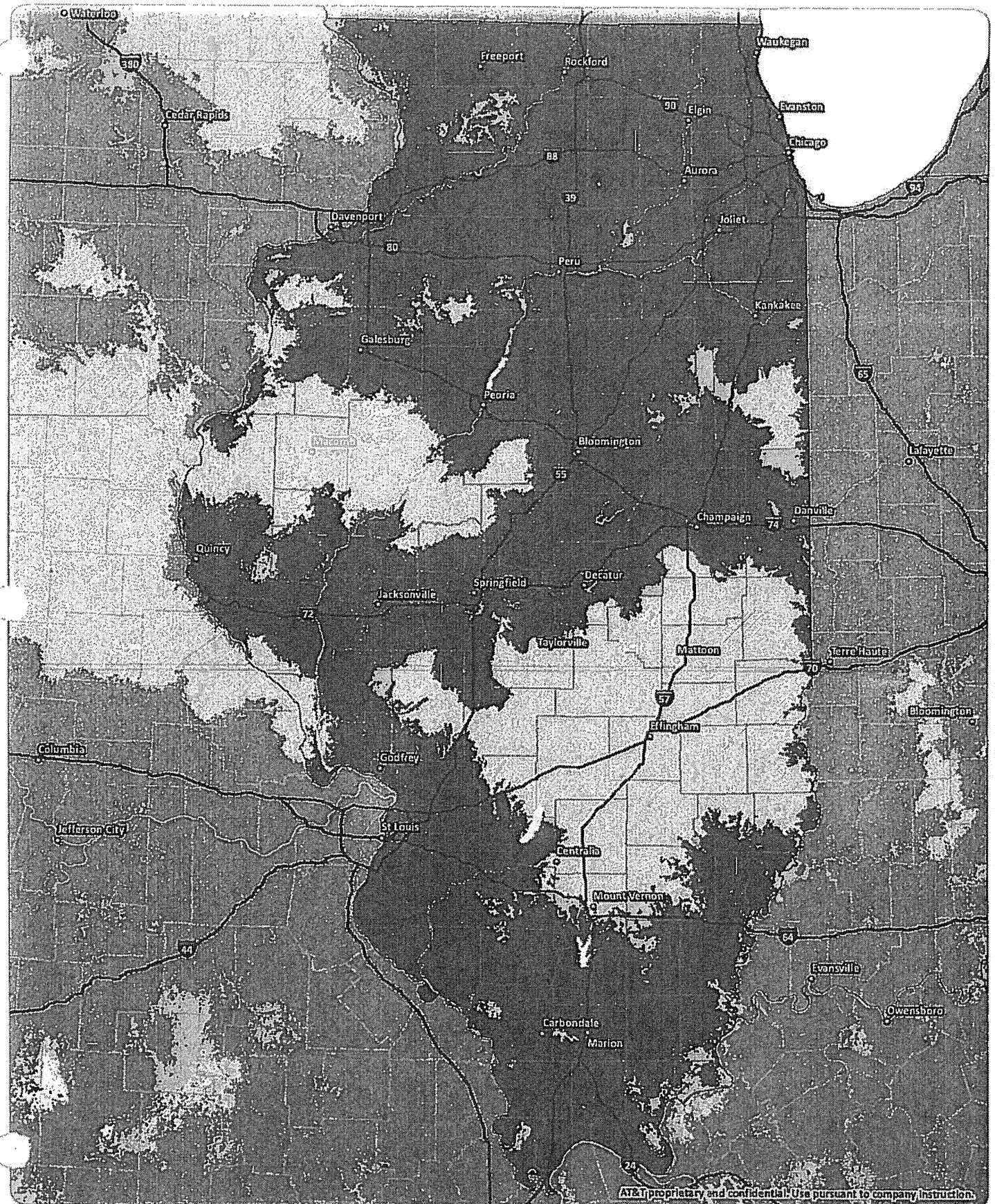
Cook	100.00%	100.00%	100.00%
Crawford	99.55%	99.33%	99.55%
Cumberland	99.42%	99.14%	99.42%
De Kalb	99.84%	99.84%	99.84%
De Witt	100.00%	100.00%	100.00%
Douglas	100.00%	100.00%	100.00%
Du Page	100.00%	100.00%	100.00%
Edgar	98.08%	97.92%	98.08%
Edwards	100.00%	100.00%	100.00%
Effingham	100.00%	100.00%	100.00%
Fayette	100.00%	100.00%	100.00%
Ford	100.00%	100.00%	100.00%
Franklin	100.00%	100.00%	100.00%
Fulton	83.22%	86.17%	86.17%
Gallatin	99.70%	99.70%	99.70%
Greene	100.00%	100.00%	100.00%
Grundy	100.00%	100.00%	100.00%
Hamilton	100.00%	100.00%	100.00%
Hancock	93.11%	93.11%	93.11%
Hardin	99.45%	99.45%	99.45%
Henderson	95.44%	94.68%	94.68%
Henry	100.00%	100.00%	100.00%

Iroquois	100.00%	100.00%	100.00%
Jackson	100.00%	100.00%	100.00%
Jasper	98.59%	98.59%	98.59%
Jefferson	100.00%	100.00%	100.00%
Jersey	99.47%	99.46%	99.46%
Jo Daviess	88.67%	88.67%	82.04%
Johnson	100.00%	100.00%	100.00%
Kane	100.00%	100.00%	100.00%
Kankakee	100.00%	100.00%	100.00%
Kendall	100.00%	100.00%	100.00%
Knox	90.54%	90.40%	89.15%
Lake	100.00%	100.00%	100.00%
La Salle	100.00%	100.00%	100.00%
Lawrence	100.00%	100.00%	100.00%
Lee	99.04%	98.76%	99.45%
Livingston	100.00%	100.00%	100.00%
Logan	100.00%	100.00%	100.00%
McDonough	90.32%	90.32%	90.32%
McHenry	100.00%	100.00%	100.00%
Mclean	100.00%	100.00%	100.00%
Macon	100.00%	100.00%	100.00%
Macoupin	100.00%	100.00%	100.00%

Madison	100.00%	100.00%	100.00%
Marion	100.00%	100.00%	100.00%
Marshall	100.00%	100.00%	100.00%
Mason	100.00%	100.00%	100.00%
Massac	100.00%	100.00%	100.00%
Menard	100.00%	100.00%	100.00%
Mercer	97.01%	96.83%	96.83%
Monroe	100.00%	100.00%	100.00%
Montgomery	100.00%	100.00%	100.00%
Morgan	100.00%	100.00%	100.00%
Moultrie	100.00%	100.00%	100.00%
Ogle	94.49%	95.14%	93.31%
Peoria	95.87%	95.87%	99.52%
Perry	100.00%	100.00%	100.00%
Piatt	100.00%	100.00%	100.00%
Pike	100.00%	100.00%	100.00%
Pope	100.00%	100.00%	100.00%
Pulaski	100.00%	100.00%	100.00%
Putnam	100.00%	100.00%	100.00%
Randolph	100.00%	100.00%	100.00%
Richland	100.00%	100.00%	100.00%
Rock Island	98.00%	98.00%	98.00%

St. Clair	100.00%	100.00%	100.00%
Saline	100.00%	100.00%	100.00%
Sangamon	100.00%	100.00%	100.00%
Schuyler	76.19%	81.63%	81.63%
Scott	100.00%	100.00%	100.00%
Shelby	100.00%	100.00%	100.00%
Stark	100.00%	100.00%	100.00%
Stephenson	98.23%	98.40%	98.40%
Tazewell	99.54%	99.54%	99.70%
Union	100.00%	100.00%	100.00%
Vermilion	99.67%	99.56%	99.67%
Wabash	100.00%	100.00%	100.00%
Warren	93.73%	96.31%	94.28%
Washington	100.00%	100.00%	100.00%
Wayne	100.00%	100.00%	100.00%
White	100.00%	100.00%	100.00%
Whiteside	99.71%	99.71%	99.71%
Will	100.00%	100.00%	100.00%
Williamson	100.00%	100.00%	100.00%
Winnebago	100.00%	100.00%	100.00%
Woodford	98.89%	99.08%	98.89%

AT&T Voice Network Coverage of Illinois  
As of December 2nd, 2015



AT&T proprietary and confidential. Use pursuant to company instruction.

**Network Coverage as of end of November 2015**



4G LTE Partner 4G LTE 4G Partner 4G 3G Partner 3G 2G Partner 2G

Attachment D  
End User License Agreements

**Cisco/Jasper IOT Platform (AT&T Control Center) End User License Agreement**

**TERMS OF SERVICE**

**Introduction.**

These terms apply to all users (each a "User") of the Cisco Jasper IoT platform ("Service"). Jasper Technologies LLC ("Cisco Jasper"). User is responsible for all User activity in connection with the Service. Jasper reserves the right to suspend use of the Service for apparent device or application malfunctions and perceived violations of these terms.

**Registration.**

As a condition to using the Service, User may be required to register with Cisco Jasper and select a unique user name and password. User shall provide accurate and complete registration information and timely update the same as necessary. User may not use a user name that is misleading as to identity or otherwise inappropriate.

**Applicable Laws.**

User shall not use the Service in any manner that (a) infringes the intellectual property, publicity, privacy or other proprietary rights of others, (b) violates any applicable laws, including those related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise inappropriate.

**Security.**

User shall not violate or attempt to violate the security of the Service, including (a) accessing data not intended for such User, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any User, host or network, including via means of overloading, "flooding", "mail-bombing" or "crashing," (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations may result in criminal liability.

**Disclaimer.**

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**Intellectual Property.**

User shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any technology related to the

Service; modify, translate, or create derivative works based on the Service; rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party, except for authorized Users; remove any proprietary notices or labels with respect to the Service; access the Service to build a competitive product or service; or provide access to the Service to a competitor of Cisco Jasper. Cisco Jasper retains all rights in the Service and related technology.

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FURTHERMORE, AT&T AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SOFTWARE OR THIRD PARTY CONTENT AND SERVICES

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AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH THE SOFTWARE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

6. EXPORT CONTROLS. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States

or foreign agency or authority, and you shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By activating or using the Software, you agree to the foregoing and represents and warrant that you are not located in, under the control of, or a national or resident of any restricted country.

7. **PERSONAL INFORMATION.** AT&T may disclose certain information relevant to your use of the Software to your Company, including, without limitation, your name, wireless telephone number, personal wireless account status and applicable wireless network provider/carrier, device number, device make and manufacturer, and other operational device information such as battery level and signal strength. This Agreement constitutes your consent to such disclosures. This notice may serve as AT&T's sole notice to you that the Software may disclose your personal information to your company, and you may not receive any reminders or further notice. If you no longer wish to allow your company to have access to your personal information as described above, you must uninstall the software and delete the Software from your device.

8. **SEVERABILITY.** If any provision of this License is held to be invalid or unenforceable with respect to a party, the remainder of this License, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this License shall be valid and enforceable to the fullest extent permitted by law.

9. **WAIVER.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this License shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

10. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless AT&T from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of or in connection with the following: (i) your access to or use of the Software or Third Party Content and Services; (ii) your breach of this License; (iii) Your violation of law; (iv) your negligence or willful misconduct; or (v) your violation of the rights of a third party. You will promptly notify AT&T in writing of any third-party claim arising out of or in connection with your access to or use of the Software. These obligations survive termination of this License

10. **MODIFICATION OR AMENDMENT.** AT&T may modify or amend the terms of this License at any time, with or without notice to you, by posting a copy of the modified or amended License available through the Software. You will be deemed to have agreed to any such modification or amendment by your decision to continue using the Software following the date in which the modified or amended License is made available through the Software.

11. **ENTIRE AGREEMENT.** This License, including the documents incorporated herein by reference, constitute the entire agreement with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

12. **MISCELLANEOUS.** This Agreement is specific to you and you shall not assign or transfer the Agreement or the Software to any third party under any circumstances. Licensor may assign this Agreement in whole or in part. This Agreement shall be governed by and construed under Texas law, without regard to the conflict of law's provisions thereof and without application of the United Nations Convention on Contracts for the International Sale of Goods. If you are located outside of the United States, then, without limiting either party's right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior to filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in your country of residence under the International Arbitration Rules of the International Centre for Dispute Resolution; the decision of the arbitrator will be enforceable in any court. The original of this Agreement has been written in English, and that version will apply if there is any dispute.

Attachment E  
LETTER OF INTENT

**BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS**

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Wireless/Cellular Services and Equipment RFP Project/Solicitation Number: Ref# 22037605

Name of Prime Vendor: AT&T BEP/VSB Compliance Contact: Carla Poani

Address: 2060 West Iles Ave

City: Springfield State: IL Zip Code: 62704

Telephone: 217-541-2553 Fax: \_\_\_\_\_ Email: cp1547@att.com

Name of Certified ☒ BEP or ☐ VSB Vendor: IT Architect

Address: 505 N Lake Shore Drive, Suite 217 BEP/VSB Compliance Contact: Charles Harrell II

City: Chicago State: IL Zip Code: 60611-0000

Telephone: (312) 755-0960 Fax: (312) 276-4361 Email: charrell2@theitarchitect.com

Type of agreement: ☐ Services ☐ Supplies ☒ Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: 05/01/2016

Proposed 5 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ unknown, will be dependent upon the State's purchases

**NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.**

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

AT&T intends to utilize IT Architect as needed, based upon demand for (but not limited to) the following: fulfillment of mobility equipment and accessories to end users for large, bulk orders; device provisioning as needed and required for large bulk orders; training of end users as needed and required; expense management services as needed and required; and wireless/mobility transition plan as needed and required.

\*\*the type and value of work that will be directed to IT Architect will be dependent on purchase requirement and needs of the State of IL and availability of resources for specific projects identified by AT&T and purchased by the State of IL. IT Architect will receive compensation only for services rendered under this contract on behalf of AT&T. \*\*

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified ☒ BEP ☐ VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

Vendor/Company Name and D/B/A:

Carla Poani  
Signature

Print Name: Carla Poani

Title: Lead Account Manager

Date: 01/12/2016

State of Illinois  
Letter of Intent v.14.1

Certified BEP/VSB Vendor (Company Name and D/B/A):  
IT Architect dba INFORMATION Technology Architect

Charles Harrell II  
Signature

Print Name: Charles Harrell II

Title: President

Date: 1/12/16

**AMENDMENT TO  
STATE OF ILLINOIS CONTRACT  
WIRELESS/CELLULAR SERVICES AND EQUIPMENT  
CMS793372S**

This Amendment No. 1 ("Amendment 1") is entered into as of \_\_\_\_\_, 2018 (the "Amendment 1 Effective Date") by and between the State of Illinois (the "State"), and AT&T Mobility National Accounts LLC ("Vendor") (the State and Vendor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

1.1 Vendor and the State entered into the Wireless/Cellular Services and Equipment CMS793372S dated March 24, 2017 (the "Contract").

1.2 The State and Vendor intend to make certain changes to the Contract pursuant to the terms and conditions of this Amendment 1.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the State and Vendor hereby agree to the terms and conditions of this Amendment 1. Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Contract. At times, the Contract and this Amendment 1 are referred to collectively herein as the "Agreement."

2.1 **Local Control Portal** – which can be found at: <https://localcontrol.firstnet.att.com> also please see Section 3.2 of the Service Guide which contains the details of Local Control Panel.

2.2 **More Favorable Nation - Most Favored Nation.** Pricing should reflect the State of Illinois buying power. During the term of the Contract, any or all temporary or permanent price reductions, including, by way of example but not limitation, promotional price offers, introductory pricing, or any other offers that provide prices for the same services to any state or local government entities in the State of Illinois lower than those stated in the Contract, shall be given immediately to the entities eligible to purchase from the Contract. Contractor's billings/invoices for goods ordered or shipped or services performed during the decrease or promotion shall immediately reflect such pricing.

AT&T specifically agrees to make its reasonable best efforts to insure that the price charged to the State of Illinois for all products, systems, and services provided under this contract shall be no higher than those prices paid by any other state or local government entity for the identical products, systems and services, under similar terms and conditions, throughout the State of Illinois, taking into account the volume of purchases and the fact that delivery and installation are included in prices charged under Illinois contracts.

**Section 3. Custom Plans**

3.1 **Custom FirstNet Mobile Plans – Agency Paid.** Provided the State remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §3 (including all sub-sections and Tables), Vendor will provide the State and its eligible CRUs the custom FirstNet Mobile Plans described in §3.1 (the "Custom FirstNet Mobile Plans"). The FirstNet Service is being added pursuant to Section 2 of the Vendor General Terms and Conditions Section of the State Master. The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible, based and verified via an NAISC Code to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard Sales Information for the FirstNet Mobile-Pooled Plan and FirstNet Mobile-Unlimited Plan, with such Sales Information incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §3.1 and the applicable Sales Information, this §3.1 will control.

**FirstNet Details:**

- a) Features on Smartphones and Feature Phones plans include:
- Voicemail
  - Enhanced Push to Talk (EPTT) is available for an additional charge
  - Caller ID
  - Caller ID Blocking

- Three-Way Calling
- Call Forwarding
- Call Waiting
- Unlimited Talk & Text in the U.S. and Its Territories (Plans have no option to block texting)
- Unlimited Talk & Text to and in Canada & Mexico\*
- No Roaming Charges in U.S. Territories, Canada and Mexico
- Mobile Hotspot & Tethering is Included on all Plans except the Unlimited Standard for Smartphones Plan
- AT&T Dynamic Traffic Management or First Priority - Public Safety (Network Priority Access and Preemption Capability on AT&T's Domestic 4G LTE Network)\*\*

\*Pay-per use rates apply to calls made to all other countries

\*\* it is included for FirstNet Primary Users. Available for Extended Primary users for an additional charge.

b) **Data Overage:** Pay-per-use rate of \$0.000009536/KB applies. The State can make changes to the plans in the pool at any time.

c) AT&T does not throttle on any FirstNet plans in the United States. On the FirstNet Mobile--Unlimited plans, AT&T reserves the right to require a customer's user to move to a FirstNet Mobile-Pooled Plan if the user's usage of AT&T Dynamic Traffic Management or First Priority - Public t exceeds 22GB a month for three consecutive months.

- Customer's usage of AT&T Dynamic Traffic Management or First Priority - Public Safety on any FirstNet Mobile - Unlimited Plan may not exceed 22GB a month for three consecutive months; AT&T reserves the right to require Customer to move to a FirstNet Mobile - Pooled Plan if usage exceeds this limitation.

Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if the State's account is active with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Vendor's customers. For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

The plans outlined below in Tables 3.1.1, 3.1.2 and 3.1.3 pool together,

**TABLE 3.1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

Version	Add-a-Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with a unsubsidized device	\$15.10 MSC	\$23.65 MSC	\$34.90 MSC	\$202.30 MSC	\$368.80 MSC	\$1,723.30 MSC	\$3,331.80 MSC
For use with a subsidized device	\$35.10 MSC	\$43.65 MSC	\$54.90 MSC	\$222.30 MSC	\$388.80 MSC	\$1,743.30 MSC	\$3,331.80 MSC

\*MSC means Monthly Service Charge

**TABLE 3.1.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

<b>Add-a-Line For use with an unsubsidized device</b>	<b>\$10.99 MSC</b>
<b>Add-a-Line For use with a subsidized device</b>	<b>\$22.99 MSC</b>

**TABLE 3.1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

<b>Version</b>	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>10GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with a unsubsidized device</b>	\$9.80 MSC	\$17.65 MSC	\$25.60 MSC	\$55.00 MSC	\$197.00 MSC	\$363.50 MSC	\$1,718.00 MSC	\$3,306.50 MSC
<b>For use with a subsidized device</b>	\$19.80 MSC	\$27.65 MSC	\$35.60 MSC	\$65.00 MSC	\$207.00 MSC	\$373.50 MSC	\$1,728.00 MSC	\$3,316.50 MSC

**TABLE 3.1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

<b>Version</b>	<b>Unlimited Enhanced for Smartphones - Hotspot</b>	<b>Unlimited Standard for Smartphones – No Hotspot</b>	<b>Unlimited for Data-only Devices</b>
<b>Monthly Service Charge</b>	\$43.49	\$38.49	\$34.99

**TABLE 3.1.5  
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	<b>\$7.00 Monthly Service Charge</b>
<b>Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone</b>	<b>\$15.00 Monthly Service Charge</b>

**TABLE 3.1.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	<b>\$2.00 Monthly Service Charge</b>
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**TABLE 3.1.7  
CUSTOM FIRSTNET MACHINE-TO-MACHINE POOLED PLANS**

	<b>1MB</b>	<b>2MB</b>	<b>5MB</b>	<b>10MB</b>	<b>50MB</b>
<b>Monthly Service Charge</b>	\$1.88	\$2.64	\$4.08	\$4.82	\$9.28

**TABLE 3.1.8  
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT OR FIRST PRIORITY – PUBLIC SAFETY  
FOR EXTENDED PRIMARY USERS**

<b>AT&amp;T Dynamic Traffic Management or First Priority– Public Safety, per Agency Paid User, per Month</b>	<b>\$7.50 (after \$7.50 credit)</b>
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**Section 4. Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new FirstNet Service on the applicable Equipment; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to the State's Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider and; (e) remains subject to availability limitations. The Custom Equipment

**Table 4.1  
Custom Equipment Offer**

<b>CUSTOM EQUIPMENT</b>	<b>EQUIPMENT PRICE*</b>	<b>CONDITIONS</b>
iPhone 7 32 GB; Galaxy S7 32 GB16 GB; or DURA XD (E6790) 16 GB	\$0.99	Must be activated with a FirstNet Smartphone Plan with a list Monthly Service Charge (MSC) of \$39.00 or higher (Custom Price of \$35.10 or higher)
DURA XE (E4710) 8 GB	\$0.99	Must be activated with a FirstNet Voice Only Plan with a list MSC of \$22.00 or higher (Custom Price of \$15.00 or higher) plus ePTT Standalone
Sonim XP5/XP5S	\$0.99	Must be activated with a FirstNet Voice Only Plan with a list MSC of \$31.00 or higher (Custom Price of \$22.99 or higher)
Sonim XP5/XP5S	\$49.99	Must be activated with a FirstNet Voice Only Plan with a list MSC of \$22.00 or higher (Custom Price of \$15.00 or higher) plus ePTT Standalone
Sonim XP8	\$99.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
iPhone 7 Plus 32 GB	\$119.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
iPhone 8 64 GB	\$149.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
iPhone 8 Plus 64 GB	\$249.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
iPhone X 64 GB	\$449.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
Galaxy S8 64 GB	\$99.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
Galaxy S8 Plus 64 GB	\$149.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
Galaxy S8 Active 64 GB	\$299.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)

Galaxy S9 64 GB:	\$199.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
Galaxy S9 Plus 64 GB	\$299.99	Must be activated with a FirstNet Smartphone Plan with a list MSC of \$39.00 or higher (Custom Price of \$35.10 or higher)
Velocity 2; AT&T Velocity USB Stick	\$0.99	Must be activated with a FirstNet Data Only Plan with a list MSC of \$22.00 or higher (Custom Price of \$19.80 or higher)

**Section 5. Activation Credits.** AT&T will provide the State either of the two activation credits as noted below in Table 5.1. An Activation Credit is only available to the State's CRU who (a) activates a new two (2) year FirstNet Service on the corresponding, qualified Plan(s) within the first one hundred and eighty (180) days following the Effective Date of this Amendment, and (b) remain on Service under such Plan(s) at the time the Activation Credit is applied. No other CRU is eligible for an Activation Credit. CRUs activating new FirstNet Service after this 180-day period will not receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Qualified CRUs are only eligible for one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice.

**TABLE 5.1**  
**Activation Credits**

PLAN	CREDIT
FirstNet Voice Only Plan with a Monthly Service Charge of \$ 31.00 or higher (Custom Price of \$22.99 or higher) OR a FirstNet Data Only Plan with an Monthly Service Charge of \$22.00 or higher (Custom Price of \$19.80 or higher)	\$75.00
FirstNet Smartphone Plan with a Monthly Service Charge of \$39.00 or higher (Custom Price of \$35.10 or higher)	\$150.00

**Section 6. AT&T Internet of Things Wireless Communications Service for FirstNet:** Control Center for FirstNet, powered by Cisco Jasper, is a cloud based platform which makes it easy for Public Safety Entities to deploy, manage, monitor and scale their connected devices and Internet of Things solutions. Through the use of Control Center for FirstNet, Public Safety Entities can manage and monitor the connectivity of IoT devices enabled with FirstNet Capable Service Identification Modules (:SIMS") over the NPSBN in near real-time. This platform combines the management of IoT devices and solutions with First Priority to provide data prioritization, priority access and preemption.

**Table 6.1**  
**FirstNet Primary**

Geography	Technology Type	Plan Data Amount - Approved	Plan Charge per Line - Approved	Plan Overage Rate - Approved	QPP
Domestic US	LTE	0KB	\$0.75	\$2.49/MB	Included
Domestic US	LTE	1MB	\$1.88	\$2.49/MB	Included
Domestic US	LTE	3MB	\$3.39	\$2.49/MB	Included
Domestic US	LTE	5MB	\$4.08	\$2.49/MB	Included
Domestic US	LTE	10MB	\$4.82	\$1.00/MB	Included
Domestic US	LTE	25MB	\$5.99	\$1.00/MB	Included
Domestic US	LTE	50MB	\$9.28	\$1.00/MB	Included
Domestic US	LTE	300MB	\$13.50	\$0.015/MB	Included
Domestic US	LTE	1GB	\$17.50	\$0.015/MB	Included
Domestic US	LTE	Unlimited	\$34.99	N/A	Included

- General Account Setup, APN and VPN fees waived
- \* Quality of Service, Priority and Preemption (AT&T Dynamic Traffic Management or First Priority).
- The 0KB plan allows the device to remain in an activation ready state. A rule can be set up in Control Center to automatically move the SIM up to a higher data plan once it's active.
- Pooling is only available within the same rate plan, i.e., there is no pooling across rate plans.

**Table 6.2**  
**FirstNet Extended Primary without Priority**

Geography	Technology Type	Plan Data Amount - Approved	Plan Charge per Line - Approved	Plan Overage Rate - Approved	QPP
Domestic US	LTE	0KB	\$0.75	\$2.49/MB	Not Included
Domestic US	LTE	1MB	\$1.88	\$2.49/MB	Not Included
Domestic US	LTE	3MB	\$3.39	\$2.49/MB	Not Included
Domestic US	LTE	5MB	\$4.08	\$2.49/MB	Not Included
Domestic US	LTE	10MB	\$4.82	\$1.00/MB	Not Included
Domestic US	LTE	25MB	\$5.99	\$1.00/MB	Not Included
Domestic US	LTE	50MB	\$9.28	\$1.00/MB	Not Included
Domestic US	LTE	300MB	\$13.50	\$0.015/MB	Not Included
Domestic US	LTE	1GB	\$17.50	\$0.015/MB	Not Included
Domestic US	LTE	Unlimited	\$34.99	N/A	Not Included

- General Account Setup, APN and VPN fees waived
- \* Quality of Service, Priority and Preemption (AT&T Dynamic Traffic Management or First Priority).
  - The OKB plan allows the device to remain in an activation ready state. A rule can be set up in Control Center to automatically move the SIM up to a higher data plan once it's active.
  - Pooling is only available within the same rate plan, i.e., there is no pooling across rate plans.

**Table 6.3**  
**FirstNet Extended Primary with Priority**

Geography	Technology Type	Plan Data Amount - Approved	Plan Charge per Line - Approved	Plan Overage Rate - Approved	QPP (First Priority only)
Domestic US	LTE	0KB	\$1.75	\$2.49/MB	Included
Domestic US	LTE	1MB	\$3.88	\$2.49/MB	Included
Domestic US	LTE	3MB	\$5.39	\$2.49/MB	Included
Domestic US	LTE	5MB	\$6.08	\$2.49/MB	Included
Domestic US	LTE	10MB	\$6.82	\$1.00/MB	Included
Domestic US	LTE	25MB	\$7.99	\$1.00/MB	Included
Domestic US	LTE	50MB	\$11.28	\$1.00/MB	Included
Domestic US	LTE	300MB	\$16.50	\$0.015/MB	Included
Domestic US	LTE	1GB	\$22.50	\$0.015/MB	Included
Domestic US	LTE	Unlimited	\$42.49	N/A	Included

- General Account Setup, APN and VPN fees waived
- \* Quality of Service, Priority and Preemption (AT&T Dynamic Traffic Management or First Priority).
  - The OKB plan allows the device to remain in an activation ready state. A rule can be set up in Control Center to automatically move the SIM up to a higher data plan once it's active.
  - Pooling is only available within the same rate plan, i.e., there is no pooling across rate plans.

**6.4 Notwithstanding anything else in this agreement the FirstNet Service Guide and the FirstNet Rate Plans, the term Approved Business Applications for purposes of this Agreement shall mean the following:** Approved Business Applications: Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer-oriented applications such, as but not limited to video streaming. Plans must be selected which support the type of application, such as Machine to Machine Plans for machine to machine applications and are subject to the terms of those plan. To help maximize the performance of the network for all public safety users, business applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for end user applications exclude continuous unattended mobile video transmission applications. See plan descriptions for limitations.

**Section 7. Restatement of Agreement.** The terms and conditions of the Contract, as modified by this Amendment 1, are hereby restated and ratified by Vendor and State. All such terms and conditions are and will continue to remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment 1 as of the Amendment 1 Effective Date.

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By: Linda J Cottingham

Name: Linda J Cottingham

Title: Sr Contract Manager

Date: 07/19/18

**STATE OF ILLINOIS**

By: Kirk Lonbom by Katherine Topk

Name: Kirk Lonbom by Katherine Topk

Title: Secretary by APO

Date: 7/20/18



# Memorandum

**To:** Steve Bosco  
**From:** David Arndt, IT Manager  
**Date:** 11/16/2022  
**Re:** LEADS Circuit

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The Illinois LAW ENFORCEMENT AGENCIES DATA SYSTEM (LEADS) is a statewide, computerized telecommunications system designed to provide services, information and capabilities to the law enforcement and criminal justice community in the State of Illinois. North Aurora Police officers use LEADS on a daily basis to run license plates and drivers' licenses numbers through the State database checking for warrants, violations or safety warning this system is only accessible by certificated police personal.

The Police Department currently connects to the Illinois State Police (ISP) for LEADS access using outdated T1 technology and relies on Montgomery Police Department to supply the connection. The current connection has proven unstable and requires Village staff to maintain equipment at the Montgomery Police facility. The facility has limited access hours and no dedicated IT staff to assist remotely during an emergency. Additionally, the T1 circuit is sold by Peerless, formerly CallOne, who resells AT&T circuits. When vendor support is required staff must contact Peerless who then contacts AT&T to schedule the repair. The middle man setup causes unnecessary delays, communication issues, and an increase in overall downtime.

Village staff proposes moving the circuit to the Police facility and establishing our own connection with ISP. Moving the circuit to the police facility provides IT staff with unrestricted access to circuit and related equipment. The new circuit will provide 20x the speed of the current configuring. Currently the Police department pays \$887.00 monthly for the T1 Circuit and the LEADS access fee passed on by Montgomery. Village Staff reached out to Illinois Century Network, the sole provider for LEADS circuits, and ICN provided a quote of \$931.70 a month for the circuit and LEADS service.

Staff recommends moving forward with the new circuit provided by ICN. Staff also recommends the 5 year contract rate at \$931.70 a month for a total of \$55,902.00 over the course of the duration of the contract.

## Broadband Service Order

### Illinois Dept. of Innovation & Technology

ICN Site ID: TBD

Organization Name NORTH AURORA - LEADS

Site Name: NORTH AURORA - LEADS



Illinois Department of Innovation & Technology (DoIT)	Customer
REGIONAL TECHNOLOGY CENTER III 1500 W SULLIVAN RD SUITE B AURORA, IL 60506 Ph: 630-907-2950 Fax: 630-907-2956 e-mail: DOIT.ICN.RTC3@ILLINOIS.GOV	DAVID ARNDT NORTH AURORA - LEADS 25 EAST STATE STREET NORTH AURORA, IL, 60542 Ph: 630-897-8228 X267 e-mail: darndt@northaurora.org

	<input type="checkbox"/> Same As Above
Billing Contact	
Billing Address 1	
Billing Address 2	
Billing City, St, ZIP	
Billing Phone	
Billing Contact E-Mail	

Monthly Service Fees/Monthly Recurring Charges (MRC)	Quantity	Unit Cost	Extended Cost
20MB LEADS BANDWIDTH	20	\$10.80	\$216.00
LEADS VRF ACCESS	1	\$160.00	\$160.00
LEADS ROUTER FEE	1	\$30.70	\$30.70
Subtotal:			\$406.70
*** This pricing represents a 60 month term			
Total MRC			\$406.70

One-Time Charges/Non-Recurring Charges (NRC)	Quantity	Unit Cost	Extended Cost
Total NRC			\$0.00

This Service Order is subject to and fully incorporates the terms and conditions of the Master Service Agreement currently in place between Customer and DoIT. The Service Order may, from time to time, be modified at Customer's written request and upon approval of DoIT.

The pricing in this Service Order is based on a 60 month term (Service Term). Any cancellation or termination of service on or after the date of DoIT's acceptance and execution of this Service Order listed in the signature block below (Service Order Acceptance Date) and before the end of the Service Term shall be subject to certain cancellation fees and early termination penalties as outlined in the Master Service Agreement. Customer acknowledges and agrees to pay these fees upon cancellation or early termination. Customer will be responsible for any applicable taxes in addition to all service-related costs stated in this Service Order.

Please note: This is not an invoice. Customer will be invoiced by DoIT separately. This quote is valid until 03/23/2023. DoIT may invoice, and Customer shall be liable, for any NRC, or for any cancellation fees if applicable, beginning upon the Service Order Acceptance Date. DoIT may invoice, and Customer shall be liable, for the applicable MRC payments, or for any early termination fees if applicable, beginning upon the Service Activation Date (as defined in the Master Service Agreement).

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Service Term: 60 months

Customer FEIN (##-#####)

Print Customer Representative Name

Title

Customer Representative Signature

Date

Print DoIT Representative Name

Title

DoIT Representative Signature

Date



## MEMORANDUM

To: Village of North Aurora Board

FROM: Drendel & Jansons Law Group

DATE: December 6, 2022

RE: LAND SWAP AGREEMENT- FIRE STATION PARCEL

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The Land Swap Agreement for the Fire Station property and the Ordinance requesting transfer of the Fire Station property to the Village are on the agenda for consideration. Of course, the plan is to exchange the Obregon Property together with some of the Village property along Route 31 comprising approximately 1.7 acres for the current Fire Station property, which is comprised of a number of parcels owned by the Fire District along Monroe Street. The Land Swap Agreement contains the terms and conditions of the exchange of land, and the Ordinance initiates the first step we must take pursuant to the Local Government Transfer Act, which I will explain in more detail below.

The Land Swap Agreement contains all the terms and conditions of the agreed exchange, building in some flexibility to allow the Fire District to determine the exact dimensions of the property to be acquired from the Village to accommodate the building that will be designed for the Fire District. The Land Swap Agreement is contingent upon various things happening, including the following:

1. Subdivision/Consolidation of both properties to be exchanged;
2. Surveys, soil reports, environmental reports, etc., done by the Fire District and/or Village;
3. The Village taking title to the Obregon Property; and
4. Compliance with the Local Government Property Transfer Act.

The Village is taking the first step to comply with the statutory provisions by passing the Ordinance stating our desire to acquire the Fire District property. The legal description of the Fire Station parcels is included in the Ordinance. The Fire District has approved the Land Swap Agreement, but they cannot take the first step to pass an Ordinance stating its desire to acquire the Village property because we do not yet have a legal description for the Village Property.

The Fire District has engaged a surveyor to work with its architect who is designing the building to prepare the survey and create a legal description for all of the Village parcels, including the Obregon parcels, that will comprise the Village property to be exchanged. As defined in the Land Swap Agreement, that parcel will not exceed 1.7 acres. Once the legal description is created, the Fire District can pass its ordinance/resolution to identify the Village property they want to acquire



## MEMORANDUM

After both parties have passed ordinances identifying the property each party desires to acquire, the statutory protocol will be completed by a resolution approving and agreeing to exchange the parcels each party desires to acquire. Thus, the requirements are satisfied by each party passing an ordinance identifying the parcel they want and passing a resolution agreeing to exchange each party's parcel the other party's parcel.

The Land Swap Agreement lays out the whole process including that protocol to comply with the Local Government Property Transfer Act. Even after we comply with the statutory requirements, we cannot actually complete the process and convey title to the Fire District and receive title from the Fire District until: (a) we acquire the Obregon Property; (b) all other contingencies have been met; and (c) we take possession of the Obregon Property. The Closing will occur after we take possession of the Obregon property in June or July.

As we have previously discussed, the value of the Fire Station parcels and the value of the Village parcels, including the Obregon parcel, are approximately equivalent. There will be no additional exchange of funds between the Fire District and the Village.

During the time we are waiting to take possession of the Obregon Property, the Village will initiate the process of subdividing and consolidating all the Fire Districts parcels into one parcel and all the Village parcels into one parcel. As the Fire District design and engineering is done for the new Fire Station, the Fire District will determine whether the ComEd poles should be buried at the northwest corner of Oak and 31, and whether water detention/retention is required pursuant to the Kane County Storm Water Control Ordinance for the Fire Station improvements.

We are agreeing in the Land Swap Agreement to pay half the cost of burying the poles, and responsibility for water detention/retention may need to be negotiated in the future, as it will also affect the remainder of Block One that will be redeveloped by the Village in the Future.

The Fire District desires 360 degree access around the Fire Station. The Village currently enjoys a curb cut directly on to Route 31 approximately halfway between the Oak Street intersection and the State Street intersection. The Fire District desires to enlarge that access up to 21 feet, which will require a joint application to IDOT and will be subject to IDOT determination.

The Fire District also desires access onto Oak Street from the existing alley that runs down the center of Block One from north at Oak Street south to State Street. That alley may or may not be vacated with the redevelopment of Block One, except that the Village is agreeing to preserve access for the Fire District along the Fire District Property North to Oak Street.

The Fire District desires the access along the alley to Oak Street to be expanded from the dimensions of the current alley using a portion of the Village parcel being acquired by the Fire District to expand that alley. The Fire District has also agreed to allow shared access to the remainder of Block One onto Oak Street and on to Route 31 at the access points being created for the Fire District.

## MEMORANDUM

The Fire District does not need or want access onto Monroe Street. Thus, the Village will be able to vacate Monroe Street if that makes sense for the redevelopment of Block One in the future. Another short alley stubs off the existing north south alley running west to Route 31 on property that will remain in title to the Village at the southwest corner of Block One. That alley is likely to be vacated with redevelopment of Block One. We are not certain that the alley includes a current curb cut onto Route 31.

Some remote possibility exists that the Fire District may determine that the Village Parcel will not sufficiently accommodate the building of a new Fire Station, or the cost to build a new Fire Station on the new Village Parcel may be prohibitive because of the cost of burying power lines, and/or water detention/retention or other factors. Thus, some things are still fluid as provided in the Agreement, and we will need to cross those bridges if/when we come to them.

Assuming that all goes forward as planned, we will close on the exchange of title with the Fire District sometime in June or July of 2023, in conjunction with the turnover of possession on the Obregon Property. The Fire District has the right to survey the Obregon Property and do testing and other due diligence on the Obregon Property, which we built into the contract with Obregon. Once the Fire District takes title, the Fire District will be responsible for demolishing the buildings on the Village Parcel, and the Village will be responsible for demolishing the Fire Station buildings when the Village takes possession of the Fire District Parcel.

The Village will not take possession of the Fire District parcel until the Fire District has completed construction of the new Fire Station property and moves into it. Thus, the Village will not be taking possession of Fire District parcel for at least a year and a half.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE REQUESTING THE TRANSFER OF CERTAIN REAL ESTATE FROM THE  
NORTH AURORA FIRE PROTECTION DISTRICT PURSUANT TO THE LOCAL  
GOVERNMENT PROPERTY TRANSFER ACT AND APPROVAL OF A LAND SWAP  
AGREEMENT WITH THE FIRE DISTRICT**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2022

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2022  
by \_\_\_\_\_.

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REQUESTING THE TRANSFER OF CERTAIN PROPERTY OF REAL ESTATE FROM THE NORTH AURORA FIRE PROTECTION DISTRICT PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT AND APPROVAL OF A LAND SWAP AGREEMENT WITH THE FIRE DISTRICT**

**WHEREAS**, the Corporate Authorities of the Village of North Aurora (the “Village”) have determined that it is necessary and convenient for it to use, occupy, and improve certain real property owned by the North Aurora Fire District located at the southwest corner of Monroe Street and State Street in the Village of North Aurora legally described in the document attached hereto and incorporated herein by reference as Exhibit A (the “Fire District Parcel”).

**WHEREAS**, the Corporate Authorities of the Village desire the Board of Commissioners of the Fire District to convey the Fire District Parcel to the Village, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*; and

**WHEREAS**, the Fire District desires to acquire, and the Village is willing to transfer, in exchange for the Fire District Parcel, certain real estate located at the northwest corner of Oak Street and Lincolnway in the Village of North Aurora legally to be described in a Plat to be determined by the needs of the Fire District up to 1.7 acres (the “Village Parcel”).

**WHEREAS**, the Corporate Authorities of the Village desire to transfer the Village Parcel and to acquire title to the Fire District Parcel by Quit Claim Deed according to the terms and conditions of the intergovernmental agreement attached hereto and incorporated herein by reference as Exhibit B (the “Land Swap Agreement”) for each party’s respective uses and public purposes.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Village hereby declares the necessity and convenience for it to use, occupy, and improve the Fire District Parcel to be acquired in exchange for the Village Parcel pursuant to the terms and conditions of the Land Swap Agreement, which are hereby approved.
3. The Village hereby approves the Land Swap Agreement attached as Exhibit B and authorizes the Village Administrator and/or his designee to execute the agreement and to carry out and enforce it terms in compliance with all applicable laws.
4. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

**VILLAGE OF NORTH AURORA**

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

\_\_\_\_\_  
Mark Gaffino, Village President

ATTEST:

\_\_\_\_\_  
Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

**Legal Description of Land Requested to be Transferred**

LOTS 1, 2, 3, 4, 5, 6, 38, 39, 40, 41, 42, 43, 44, 45, AND 46 AND THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 46 IN BLOCK 1 OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PINs: 15-04-206-012; 15-04-206-013; 15-04-206-014; 15-04-206-015

## **VILLAGE OF NORTH AURORA**

### **EXHIBIT B**

#### **AN AGREEMENT FOR TRANSFER OF PROPERTY BETWEEN THE VILLAGE OF NORTH AURORA & NORTH AURORA FIRE PROTECTION DISTRICT IN NORTH AURORA, KANE COUNTY, ILLINOIS**

THIS AGREEMENT (Agreement) is dated as of \_\_\_\_\_, 2022 (Effective Date) and is made by the Village of North Aurora, an Illinois municipal corporation (Village), and the North Aurora Fire Protection District, an Illinois fire district (Fire District).

#### **Section 1. Recitals**

A. The Fire District owns certain real estate located northwest of Monroe Street and State Street, North Aurora, Kane County, Illinois, totaling approximately 1.65 acres and legally described in the document attached hereto and incorporated herein by reference as Exhibit A (the “Fire Station Parcel”). The Village desires to acquire the Fire Station Parcel for public purposes of the Village, and the Fire District is willing to convey the Fire Station Parcel to the Village.

B. The Village owns certain real estate located on the southeast corner of Route 31 (Lincolnway) and Oak Street, North Aurora, Kane County, Illinois to be legally described and attached as Exhibit B, the exact dimensions and acreage of which up to 1.7 acres shall be determined during the subdivision process as outlined below (the “Village Parcel”). The Fire District desires to acquire the Village Parcel for purposes constructing a new Fire Station, and the Village is willing to convey the Village Parcel to the Fire District.

C. The Village and the Fire District have the authority to complete this mutual transfer of parcels of real estate identified above (collectively the “Transfer Properties”) under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. (the “Statutes”).

D. The parties hereby agree that the value of the Fire Station Parcel and the Village Parcel being exchanged under the terms and conditions set forth in this Agreement are approximately equal.

#### **Section 2. Subdivision**

The various parcels of the Fire Station Parcel shall be combined into one parcel, and the various parcels of the Village Property shall be combined into one parcel, including a final determination of the exact dimensions and acreage of the Village Property up to 1.7 acres, through the subdivision process by the Village, which process will be conducted at the Village’s cost and shall be completed before the transfer of title. The subdivision of the property may be determined together with a map amendment for each of the properties and/or a special use/PUD. The parties further anticipate that a planned unit development shall be initiated by the Village for all of Block One at a future date, before or after the closing, depending on the timing of the transfer of title, and the parties shall cooperate and coordinate with each other for the benefit of the public in that regard.

#### **Section 3. Transfer of Transfer Property**

## **VILLAGE OF NORTH AURORA**

The Village shall transfer the Village Parcel to the Fire District, and the Fire District shall transfer the Fire Station Parcel to the Village on the Closing Date on the terms and conditions hereafter described. Each party shall transfer title by a fully executed, recordable, stamped warranty deed subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) building set-back lines and use or occupancy restrictions, (b) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (c) zoning laws and ordinances, (d) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (e) drainage ditches, feeders, laterals and drain tile, pipe or other conduit (the "Permitted Exceptions").

### **Section 4. Title Insurance**

Each party may obtain, at each party's own expense, a title commitment prior to the Closing and a Title Policy dated after the Effective Date in form and the amount of its choosing. If, within the Contingency Period as hereinafter defined, either party notifies the other party in writing about exceptions to title disclosed by a Title Commitment or plat of survey that are objectionable, then the respective party shall promptly take all necessary actions to have those title defects cured or insured over, and Closing date may be extended by agreement until the exceptions have been removed or the Title Company has agreed to insure over those title defects.

### **Section 5. Contingencies**

This Agreement is contingent on the following:

A. Within ten (10) business days from the Effective Date, the parties shall exchange any and all documents in the possession of each party that might affect title to and use of the property, including, but not necessarily limited to, the following: surveys, soil reports, environmental reports, and other third-party studies or reports;

B. Both parties may obtain samples, test borings, percolation, groundwater and other tests (including but not limited to, testing for hydrocarbons, hazardous substances, toxic pollutants and other contaminants) being obtained by and at the expense of each party undertaking the studies showing environmental conditions satisfactory to each party;

C. The subdivision process to combine and consolidate parcels and to determine the exact dimensions and acreage of the Village Parcel necessary to accommodate the design of the fire station, which may be up to 1.7 acres, shall be completed prior to closing;

D. The Village must take title to all of the Village Parcel;

E. Both parties shall follow the requirements of the Statutes to approve the purchase and sale of the respective parcels;

F. The Fire District shall make a final determination on new building construction and dimensions and size of the parcel required to accommodate the new construction, not to exceed 1.7 acres in area;

G. Either party may, upon written notice to the other party, terminate this Agreement during the Contingency Period if the either party determines that 1) the total value of the two parcels are not approximately equal to or each other, given the unique value to both parties; or 2) the construction of the

## **VILLAGE OF NORTH AURORA**

new fire station facility on the Village Parcel is not economically feasible or in the best interests of the public, and either party may terminate the Agreement if the other party has failed to complete that party's required contingencies when the Contingency Period ends.

**Section 6. Contingency Period.** A Contingency Period shall run one hundred fifty (150) days from the Effective Date to allow the Fire District to determine the feasibility of building on the Village Parcel, including stormwater retention, burying power lines, alley widening, curb cuts, road improvements and other requirements for constructing a new fire station on the Village Parcel, and the Fire District may terminate the Contract by written notice to the Village before the end of the Contingency Period.

### **Section 7. Closing; Costs.**

Within sixty (60) days from the end of the Contingency Period, the closing shall take place at Chicago Title Insurance Company, in Geneva, Illinois, (the "Closing Date"). The Village and the Fire District each shall execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary documentation from the Title Company to effectuate a "New York Style" closing, including without limitation a Gap Undertaking and an ALTA Statement. On the Closing Date, the obligations of Buyer and Seller shall be as follows:

A. Both parties shall execute and deliver deeds conveying title to the Transfer Properties to the other party, subject to the Permitted Exceptions, and any exceptions created or suffered by transferee.

C. The transfers are exempt from State and County transfer taxes, but Village and Fire District shall execute transfer tax declarations for the State of Illinois and Kane County

D. Both parties shall execute such other documentation as is required by applicable law to effectuate the transaction contemplated hereby, including, without limitations, a FIRPTA affidavit, if required, and such other documentation as is reasonably required by the Title Company to issue a title policy in accordance with Section 4 hereof, including without limitation, ALTA statements and gap undertakings, if required. This Section 7 shall not require either party to incur any extraordinary obligations at the request of the Title Company.

E. Such other documents, instruments, certificates and confirmations as may be reasonably necessary to consummate the exchange between the parties pursuant to the terms of this Agreement.

F. Each party shall pay one half of the escrow closing fee, and each party shall pay its own attorneys' fees, for its own title insurance policy for the parcel being transferred to it, for the deed being transferred to the other party, and for any wire fees and other fees attributable to that party.

G. Each party, separately, shall bear the costs relating to the preparation of the documents and the recording for their own parcels being transferred to other the party and for their own title insurance as each party determines.

### **Section 8. No Real Estate Taxes**

The parties acknowledge and agree that the Transfer Properties currently are or will be considered exempt from real estate taxes because of the governmental ownership by the Fire District and Village, respectively, and, therefore, no real estate taxes should be due or payable by either party, except for the 2022 real estate taxes owed on the portion of the Village Parcel acquired from a private owner in contemplation of this Agreement, which the Village of North Aurora shall pay when those taxes become

## VILLAGE OF NORTH AURORA

due and payable.

### **Section 9. Terms and Conditions Related to the Transfer Properties**

A. Insurance. The Fire District shall continue to insure the Fire District Property from and after the transfer of title to the Village for as long as the Fire District has possession of the property.

B. Power Lines. If the power lines need to be relocated at the request of either party, the parties shall work together by mutual agreement to provide for the burying of the power lines and will share the cost of burial. The Village shall cooperate with the Fire District as it works with ComEd in the design of the improvements and reimburse the Fire District half the cost for relocating the power lines.

C. Alley; Cross Access. The alley running north and south from State Street to Oak Street and the alley running east and west from the aforementioned north/south alley to Oak Street in the southeastern portion of the eastern portion of Block One shall remain in place, subject to future determination whether to vacate the alley when the PUD for Block One is considered. The alley may be vacated in the PUD process, and cross access easements shall be considered as necessary and appropriate at that time, provided that the Village Parcel being transferred to the Fire District shall always have access on the east side of that parcel running north to Oak Street sufficient for Fire District purposes. The Village agrees to work with the Fire District in communications with IDOT and the parties shall coordinate and work together with IDOT, as required, to maintain access to Route 31 or seek to relocate that access, in keeping with the Fire District's designs. The Fire District agrees to allow public cross access for ingress and egress to and from the greater Block One parcels and Route 31, which cross access details shall be worked out in coordination with the Village through a special use/PUD process for the whole Block One area when the Village initiates the special use/PUD process at some point in the future.

**Section 10. Representations and Warranties of Fire District.** The Fire District represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

A. The Fire District owns fee simple title to the Fire District Transfer Parcel;

B. The persons executing this Agreement on behalf of the Fire District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Fire District's obligations hereunder, have full authority to bind the Fire District to such obligations and to so act on behalf of the Fire District;

C. There are no persons in possession of, or having a right to possession of, any part of the Fire District Parcel other than the Fire District;

D. The Fire District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;

E. The Fire District has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Fire District Property other than this Agreement;

F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Fire District, will not result in a breach or default under any agreement to which the Fire District is a party or to which the Fire District is bound, and will not violate any restriction, court order, or agreement to which the Fire District is subject;

## VILLAGE OF NORTH AURORA

G. The Fire District has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Fire District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Fire District has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Fire District Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

H. The Fire District has not received any notices from any governmental authority with respect to the Fire District Parcel that have not been corrected.

**Section 11. Representations and Warranties of Village.** The Village represents and warrants to the Fire District that, as of the date of this Agreement and the date of the Closing:

- A. The Village owns, or will own by the end of the Contingency Period, fee simple title to the Village Parcel;
- B. The persons executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations hereunder, have full authority to bind the Village to such obligations and to so act on behalf of the Village;
- C. There are no persons in possession of, or having a right to possession of, any part of the Village Parcel other than the Village by the end of the Contingency Period;
- D. The Village has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- E. The Village has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Village Property other than this Agreement
- F. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject.
- G. The Village has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Village has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Village has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Village Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

## **VILLAGE OF NORTH AURORA**

- H. The Village has not received any notices from any governmental authority with respect to the Village Parcel that have not been corrected

### **Section 12. Accuracy of Representations as of Closing; Survival.**

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 10 and 11 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 10 or 11 is not true and correct. The representations and warranties in Sections 10 and 11 of this Agreement will survive the Closing.

### **Section 13. Risk of Loss.**

Each party shall bear the risk of loss, damage or destruction of the respective parcels by fire or otherwise until the Closing. Either party shall have the option to terminate this Agreement upon any material change in the other Parcel prior to Closing from any cause whatsoever. After the Closing and until the date that possession of the Fire District Parcel is turned over to the Village, the Fire District shall bear the risk of loss of the Fire District Parcel and shall maintain insurance on it for the last appraisal value amount.

### **Section 14. Possession**

Possession of the Village Parcel shall transfer immediately on transfer of title to the Fire District, but possession of the Fire District Parcel shall transfer to the Village only upon completion of construction and occupancy of the improvements to be constructed by the Fire District on the Village Parcel.

### **Section 15. No Broker Fees**

Each party represents to the other party that it has not engaged a real estate broker, it owes no brokerage fees in connection with the exchange of the property, and each party hereby agrees to indemnify and hold the other party harmless for any broker fees incurred by it

### **Section 16. Notices.**

Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (1) actual receipt, (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (3) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

## **VILLAGE OF NORTH AURORA**

Village of North Aurora  
c/o the Village Administrator  
25 E. State Street  
North Aurora, IL 60542

With a copy to

Drendel & Jansons Law Group  
c/o Kevin G. Drendel  
111 Flinn Street  
Batavia, IL 60510

Notices and communications to the Fire District must be addressed to, and delivered at, the following address:

North Aurora Fire Protection District  
c/o Fire Chief  
2 Monroe Street  
North Aurora, IL 60542

With a copy to

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
c/o Shawn P. Flaherty  
1804 North Naper Boulevard, Suite 350  
Naperville, Illinois 60563

### **Section 17. General Provisions**

A. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the Transfer Property and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

C. Incorporation of Exhibits. Exhibit A and Exhibit B attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

D. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

E. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

### **Section 18. Patriot Act**

The Village and the Fire District each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or

**VILLAGE OF NORTH AURORA**

indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VILLAGE OF NORTH AURORA

NORTH AURORA FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
By Mark Gaffino, its President

\_\_\_\_\_  
By Kevin Fatten, Board President

Attest:

Attest:

\_\_\_\_\_  
By Jessica Watkins, its Secretary

\_\_\_\_\_  
By Jerry Auchstetter, Board Secretary

**VILLAGE OF NORTH AURORA**

**EXHIBIT A**

LOTS 1, 2, 3, 4, 5, 6, 38, 39, 40, 41, 42, 43, 44, 45, AND 46 AND THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 46 IN BLOCK 1 OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PINs: 15-04-206-012; 15-04-206-013; 15-04-206-014; 15-04-206-015

**VILLAGE OF NORTH AURORA**

**EXHIBIT B**

**North Aurora Parcel Legal Description**  
[to be determined]

**AN AGREEMENT FOR TRANSFER OF PROPERTY BETWEEN  
THE VILLAGE OF NORTH AURORA & NORTH AURORA FIRE PROTECTION  
DISTRICT IN NORTH AURORA, KANE COUNTY, ILLINOIS**

THIS AGREEMENT (Agreement) is dated as of \_\_\_\_\_, 2022 (Effective Date) and is made by the Village of North Aurora, an Illinois municipal corporation (Village), and the North Aurora Fire Protection District, an Illinois fire district (Fire District).

**Section 1. Recitals**

A. The Fire District owns certain real estate located northwest of Monroe Street and State Street, North Aurora, Kane County, Illinois, totaling approximately 1.65 acres and legally described in the document attached hereto and incorporated herein by reference as Exhibit A (the “Fire Station Parcel”). The Village desires to acquire the Fire Station Parcel for public purposes of the Village, and the Fire District is willing to convey the Fire Station Parcel to the Village.

B. The Village owns certain real estate located on the southeast corner of Route 31 (Lincolnway) and Oak Street, North Aurora, Kane County, Illinois to be legally described and attached as Exhibit B, the exact dimensions and acreage of which up to 1.7 acres shall be determined during the subdivision process as outlined below (the “Village Parcel”). The Fire District desires to acquire the Village Parcel for purposes constructing a new Fire Station, and the Village is willing to convey the Village Parcel to the Fire District.

C. The Village and the Fire District have the authority to complete this mutual transfer of parcels of real estate identified above (collectively the “Transfer Properties”) under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. (the “Statutes”).

D. The parties hereby agree that the value of the Fire Station Parcel and the Village Parcel being exchanged under the terms and conditions set forth in this Agreement are approximately equal.

**Section 2. Subdivision**

The various parcels of the Fire Station Parcel shall be combined into one parcel, and the various parcels of the Village Property shall be combined into one parcel, including a final determination of the exact dimensions and acreage of the Village Property up to 1.7 acres, through the subdivision process by the Village, which process will be conducted at the Village’s cost and shall be completed before the transfer of title. The subdivision of the property may be determined together with a map amendment for each of the properties and/or a special use/PUD. The parties further anticipate that a planned unit development shall be initiated by the Village for all of Block One at a future date, before or after the closing, depending on the timing of the transfer of title, and the parties shall cooperate and coordinate with each other for the benefit of the public in that regard.

### **Section 3. Transfer of Transfer Property**

The Village shall transfer the Village Parcel to the Fire District, and the Fire District shall transfer the Fire Station Parcel to the Village on the Closing Date on the terms and conditions hereafter described. Each party shall transfer title by a fully executed, recordable, stamped warranty deed subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) building set-back lines and use or occupancy restrictions, (b) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (c) zoning laws and ordinances, (d) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (e) drainage ditches, feeders, laterals and drain tile, pipe or other conduit (the "Permitted Exceptions").

### **Section 4. Title Insurance**

Each party may obtain, at each party's own expense, a title commitment prior to the Closing and a Title Policy dated after the Effective Date in form and the amount of its choosing. If, within the Contingency Period as hereinafter defined, either party notifies the other party in writing about exceptions to title disclosed by a Title Commitment or plat of survey that are objectionable, then the respective party shall promptly take all necessary actions to have those title defects cured or insured over, and Closing date may be extended by agreement until the exceptions have been removed or the Title Company has agreed to insure over those title defects.

### **Section 5. Contingencies**

This Agreement is contingent on the following:

A. Within ten (10) business days from the Effective Date, the parties shall exchange any and all documents in the possession of each party that might affect title to and use of the property, including, but not necessarily limited to, the following: surveys, soil reports, environmental reports, and other third-party studies or reports;

B. Both parties may obtain samples, test borings, percolation, groundwater and other tests (including but not limited to, testing for hydrocarbons, hazardous substances, toxic pollutants and other contaminants) being obtained by and at the expense of each party undertaking the studies showing environmental conditions satisfactory to each party;

C. The subdivision process to combine and consolidate parcels and to determine the exact dimensions and acreage of the Village Parcel necessary to accommodate the design of the fire station, which may be up to 1.7 acres, shall be completed prior to closing;

D. The Village must take title to all of the Village Parcel;

E. Both parties shall follow the requirements of the Statutes to approve the purchase and sale of the respective parcels;

F. The Fire District shall make a final determination on new building construction and dimensions and size of the parcel required to accommodate the new construction, not to exceed 1.7 acres in area;

G. Either party may, upon written notice to the other party, terminate this Agreement during the Contingency Period if the either party determines that 1) the total value of the two parcels are not approximately equal to or each other, given the unique value to both parties; or 2) the construction of the new fire station facility on the Village Parcel is not economically feasible or in the best interests of the public, and either party may terminate the Agreement if the other party has failed to complete that party's required contingencies when the Contingency Period ends.

**Section 6. Contingency Period.** A Contingency Period shall run one hundred fifty (150) days from the Effective Date to allow the Fire District to determine the feasibility of building on the Village Parcel, including stormwater retention, burying power lines, alley widening, curb cuts, road improvements and other requirements for constructing a new fire station on the Village Parcel, and the Fire District may terminate the Contract by written notice to the Village before the end of the Contingency Period.

#### **Section 7. Closing; Costs.**

Within sixty (60) days from the end of the Contingency Period, the closing shall take place at Chicago Title Insurance Company, in Geneva, Illinois, (the "Closing Date"). The Village and the Fire District each shall execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary documentation from the Title Company to effectuate a "New York Style" closing, including without limitation a Gap Undertaking and an ALTA Statement. On the Closing Date, the obligations of Buyer and Seller shall be as follows:

A. Both parties shall execute and deliver deeds conveying title to the Transfer Properties to the other party, subject to the Permitted Exceptions, and any exceptions created or suffered by transferee.

C. The transfers are exempt from State and County transfer taxes, but Village and Fire District shall execute transfer tax declarations for the State of Illinois and Kane County

D. Both parties shall execute such other documentation as is required by applicable law to effectuate the transaction contemplated hereby, including, without limitations, a FIRPTA affidavit, if required, and such other documentation as is reasonably required by the Title Company to issue a title policy in accordance with Section 4 hereof, including without limitation, ALTA statements and gap undertakings, if required. This Section 7 shall not require either party to incur any extraordinary obligations at the request of the Title Company.

E. Such other documents, instruments, certificates and confirmations as may be reasonably necessary to consummate the exchange between the parties pursuant to the terms of this Agreement.

F. Each party shall pay one half of the escrow closing fee, and each party shall pay its own attorneys' fees, for its own title insurance policy for the parcel being transferred to it, for the deed being transferred to the other party, and for any wire fees and other fees attributable to that party.

G. Each party, separately, shall bear the costs relating to the preparation of the documents and the recording for their own parcels being transferred to other the party and for their own title insurance as each party determines.

### **Section 8. No Real Estate Taxes**

The parties acknowledge and agree that the Transfer Properties currently are or will be considered exempt from real estate taxes because of the governmental ownership by the Fire District and Village, respectively, and, therefore, no real estate taxes should be due or payable by either party, except for the 2022 real estate taxes owed on the portion of the Village Parcel acquired from a private owner in contemplation of this Agreement, which the Village of North Aurora shall pay when those taxes become due and payable.

### **Section 9. Terms and Conditions Related to the Transfer Properties**

A. Insurance. The Fire District shall continue to insure the Fire District Property from and after the transfer of title to the Village for as long as the Fire District has possession of the property.

B. Power Lines. If the power lines need to be relocated at the request of either party, the parties shall work together by mutual agreement to provide for the burying of the power lines and will share the cost of burial. The Village shall cooperate with the Fire District as it works with ComEd in the design of the improvements and reimburse the Fire District half the cost for relocating the power lines.

C. Alley; Cross Access. The alley running north and south from State Street to Oak Street and the alley running east and west from the aforementioned north/south alley to Oak Street in the southeastern portion of the eastern portion of Block One shall remain in place, subject to future determination whether to vacate the alley when the PUD for Block One is considered. The alley may be vacated in the PUD process, and cross access easements shall be considered as necessary and appropriate at that time, provided that the Village Parcel being transferred to the Fire District shall always have access on the east side of that parcel running north to Oak Street sufficient for Fire District purposes. The Village agrees to work with the Fire District in communications with IDOT and the parties shall coordinate and work together with IDOT, as required, to maintain access to Route 31 or seek to relocate that access, in keeping with the Fire District's designs. The Fire District agrees to allow public cross access for ingress and egress to and from the greater Block One parcels and Route 31, which cross access details shall be worked out in coordination with the Village through a special use/PUD process for the whole Block One area when the Village initiates the special use/PUD process at some point in the future.

**Section 10. Representations and Warranties of Fire District.** The Fire District represents and warrants to the Village that, as of the date of this Agreement and the date of the Closing:

A. The Fire District owns fee simple title to the Fire District Transfer Parcel;

B. The persons executing this Agreement on behalf of the Fire District, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required

to fulfill the Fire District's obligations hereunder, have full authority to bind the Fire District to such obligations and to so act on behalf of the Fire District;

C. There are no persons in possession of, or having a right to possession of, any part of the Fire District Parcel other than the Fire District;

D. The Fire District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;

E. The Fire District has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Fire District Property other than this Agreement;

F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Fire District, will not result in a breach or default under any agreement to which the Fire District is a party or to which the Fire District is bound, and will not violate any restriction, court order, or agreement to which the Fire District is subject;

G. The Fire District has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Fire District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Fire District has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Fire District Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and

H. The Fire District has not received any notices from any governmental authority with respect to the Fire District Parcel that have not been corrected.

**Section 11. Representations and Warranties of Village.** The Village represents and warrants to the Fire District that, as of the date of this Agreement and the date of the Closing:

- A. The Village owns, or will own by the end of the Contingency Period, fee simple title to the Village Parcel;
- B. The persons executing this Agreement on behalf of the Village, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Village's obligations hereunder, have full authority to bind the Village to such obligations and to so act on behalf of the Village;
- C. There are no persons in possession of, or having a right to possession of, any part of the Village Parcel other than the Village by the end of the Contingency Period;

- D. The Village has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- E. The Village has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Village Property other than this Agreement
- F. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject.
- G. The Village has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Village has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Village has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of the Village Parcel of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- H. The Village has not received any notices from any governmental authority with respect to the Village Parcel that have not been corrected

## **Section 12. Accuracy of Representations as of Closing; Survival.**

As a condition to the Closing for the benefit of each party, the representations and warranties of each party in Sections 10 and 11 of this Agreement must be true and correct at the time of the Closing. Each party must promptly notify the other in the event that either party has actual knowledge that a representation or warranty of that party set forth in Section 10 or 11 is not true and correct. The representations and warranties in Sections 10 and 11 of this Agreement will survive the Closing.

## **Section 13. Risk of Loss.**

Each party shall bear the risk of loss, damage or destruction of the respective parcels by fire or otherwise until the Closing. Either party shall have the option to terminate this Agreement upon any material change in the other Parcel prior to Closing from any cause whatsoever. After the Closing and until the date that possession of the Fire District Parcel is turned over to the Village, the Fire District shall bear the risk of loss of the Fire District Parcel and shall maintain insurance on it for the last appraisal value amount.

#### **Section 14. Possession**

Possession of the Village Parcel shall transfer immediately on transfer of title to the Fire District, but possession of the Fire District Parcel shall transfer to the Village only upon completion of construction and occupancy of the improvements to be constructed by the Fire District on the Village Parcel.

#### **Section 15. No Broker Fees**

Each party represents to the other party that it has not engaged a real estate broker, it owes no brokerage fees in connection with the exchange of the property, and each party hereby agrees to indemnify and hold the other party harmless for any broker fees incurred by it

#### **Section 16. Notices.**

Any notice or communication required or permitted to be given under this Agreement must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received on the earlier of (1) actual receipt, (2) one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (3) three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party has the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of North Aurora  
c/o the Village Administrator  
25 E. State Street  
North Aurora, IL 60542

With a copy to

Drendel & Jansons Law Group  
c/o Kevin G. Drendel  
111 Flinn Street  
Batavia, IL 60510

Notices and communications to the Fire District must be addressed to, and delivered at, the following address:

North Aurora Fire Protection District  
c/o Fire Chief  
2 Monroe Street  
North Aurora, IL 60542

With a copy to

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.  
c/o Shawn P. Flaherty  
1804 North Naper Boulevard, Suite 350  
Naperville, Illinois 60563

## **Section 17. General Provisions**

A. **Governing Law.** This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

B. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the acquisition by the Village of the Transfer Property and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

C. **Incorporation of Exhibits.** Exhibit A and Exhibit B attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

D. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

E. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.

## **Section 18. Patriot Act**

The Village and the Fire District each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

VILLAGE OF NORTH AURORA

NORTH AURORA FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
By Mark Gaffino, its President

\_\_\_\_\_  
By Kevin Fatten, Board President

Attest:

Attest:

\_\_\_\_\_  
By Jessica Watkins, its Secretary

\_\_\_\_\_  
By Jerry Auchstetter, Board Secretary

**EXHIBIT A**

LOTS 1, 2, 3, 4, 5, 6, 38, 39, 40, 41, 42, 43, 44, 45, AND 46 AND THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 46 IN BLOCK 1 OF NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PINs: 15-04-206-012; 15-04-206-013; 15-04-206-014; 15-04-206-015

**EXHIBIT B**

**North Aurora Parcel Legal Description**  
[to be determined]

## Village of North Aurora Memorandum



**To:** President and Village Board of Trustees

**From:** Jason Paprocki, Finance Director

**CC:** Steven Bosco, Village Administrator

**Date:** December 5, 2022

**RE:** Approval of 2022 Tax Levy Items

At the November 7<sup>th</sup> Village Board meeting, staff presented the preliminary 2022 tax levy estimates. As discussed at the meeting, the Village's total 2022 tax levy request will be \$2,690,000, which represents a 0.0% increase over the 2021 tax levy request. Although the Village also requested \$2,690,000 for the 2021 levy, the final 2021 tax levy extension was \$2,661,553 due to PTELL reductions. The 2022 levy request is the same as 2021, however, this represents a \$28,447, or 1.07%, increase over the 2021 tax levy extension due to the capture of new construction value.

In addition, the tax levy request for the Messenger Public Library is included in the 2022 levy ordinance. The Library's 2022 tax levy request (general corporate levy and additional 0.02% building maintenance levy) is \$2,017,000. This represents a \$74,304, or 3.82%, increase over the Library's 2021 final tax extension.

Notice for tonight's public hearing on the 2022 tax levy was published in the Daily Herald on Wednesday November 23<sup>rd</sup>.

Also included tonight are the 2022 tax levy requests for the Village's six active special service areas (SSA). Requests for two of the SSA's have increased more than 5% from last year and require separate public hearings. The Waterford Oaks SSA (SSA #4) levy request is increasing \$10,000 to a total of \$18,600 for the 2022 levy. This relates to the future replacement of retention pond piping. The Willow Lakes SSA (SSA #11) levy request is increasing \$10,000, to a total of \$10,200 for the 2022 levy. This relates to the future replacement or repair of fence segments along Randall Road. There are no increases or decreases proposed for the four remaining active SSA's. These are: Oak Hill SSA (SSA #7) \$10,000, Timber Oaks SSA (SSA #8) \$7,500, Pinecreek Phase III SSA (SSA #9), and North Aurora Towne Center SSA (SSA #32) \$30,000.

Finally, ordinances are presented to abate the 2022 tax levy to pay the Village's outstanding bond issuances. These are: the 2014 General Obligation Alternate Revenue Source Refunding Bonds (for the Police Station construction funded with sales tax revenues) and the 2017 General

Obligation Alternate Revenue Source Bonds (for water wells, water tower, and other water related capital projects funded with water user fees).

The following items on the agenda related to the 2022 tax levy include:

- Approval of the Messenger Public Library Resolutions of the Board of Library Trustees for the 2022 Tax Levy and 0.02% Maintenance Tax
- Approval of an Ordinance For The Levy And Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2022 and Ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2022 and ending May 31, 2023
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2022 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)
- Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2022 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)

# **RESOLUTION 03-2022**

## **RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, PROVIDING FOR LEVY FOR THE LIBRARY'S FISCAL YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

**BE IT RESOLVED** by the Messenger Public Library Board of Trustees of the Village of North Aurora, Kane County, Illinois as follows:

Section 1: Whereas the Library Board of Trustees approved on May 12, 2022 the Budget and Appropriation for FY 2022-2023 (Resolution # 02 - 2022).

Section 2: The following sums of money be and the same are hereby levied for the following purposes of the Library:

	<u>AMOUNT BUDGETED AND APPROPRIATED</u>	<u>AMOUNT FROM OTHER SOURCES</u>	<u>AMOUNT TO BE LEVIED</u>
Salaries/Benefits	\$1,327,000		\$1,327,000
Library Equipment & Services	\$409,000		\$409,000
Library Materials	\$171,000		\$171,000
Capital Projects	\$225,000	\$225,000	\$0
<b>TOTAL CORPORATE:</b>	<b>\$2,132,000</b>	<b>\$225,000</b>	<b>1,907,000</b>

<b>TOTAL BUILDING MAINTENANCE:</b>	<b>\$110,000.00</b>		<b>\$110,000.00</b>
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	<u>AMOUNT APPROPRIATED</u>	<u>OTHER SOURCES</u>	<u>AMOUNT LEVIED</u>
Total Corporate	\$2,132,000	\$225,000	1,907,000
Total Building and Maintenance	\$110,000		\$110,000
	<b>\$2,242,000</b>	<b>\$225,000</b>	<b>2,017,000</b>

Section 3: The amount to be levied as stated above (\$2,017,000) should be incorporated in the financial ordinances of the Village, including the Village's next levy to be filed in 2022.

Section 4. The Secretary shall file promptly with the Village of North Aurora a certified copy of this Resolution.

**ADOPTED** this 13<sup>th</sup> day of October 2022, pursuant to a roll call vote as follows:

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED by me this 13th day of October 2022.

  
\_\_\_\_\_  
President Mark Saperston

**ATTEST:**

  
\_\_\_\_\_  
Secretary Corinn Sparks

**Resolution 04-2022**

**RESOLUTION OF THE BOARD OF LIBRARY TRUSTEES OF THE MESSENGER PUBLIC LIBRARY  
OF NORTH AURORA, IL.  
FOR .02% MAINTENANCE TAX LEVY**

BE IT RESOLVED, by the Board of Library Trustees of the Village of North Aurora, Illinois, that an additional tax of .02% of the value of all taxable property in the Village as equalized or assessed by the Department of Revenue be levied for the fiscal Year beginning June 1, 2022 – May 31, 2023, by the Library's corporate authority for the maintenance, repairs, and alterations of library buildings and equipment, etc., as authorized by State of Illinois 75 ILCS 16/35(b).

BE IT FURTHER RESOLVED that the Secretary of the Board of Library Trustees shall forward a certified copy of this Resolution to the corporate authority for its action.

Ayes 6  
Nays ~~0~~  
Abstain ~~0~~  
Absent 1



Mark Saperston President of the Messenger Library Board of Trustees



Corinn Sparks Secretary of the Messenger Library Board of Trustees

DATE: **October 13, 2022**

State of Illinois )  
                                  ) ss.  
County of Kane )

**Prepared by:**  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**  
Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:**\_\_\_\_\_

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**Ordinance for the Levy and Assessment of Taxes in and for  
the Village of North Aurora and the Messenger Public Library, Kane County,  
Illinois for the Fiscal Year  
Beginning June 1, 2022 and Ending May 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

Record and return to:

Natalie Stevens  
Executive Assistant/Deputy Village Clerk  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542  
630-897-8228

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES IN AND  
FOR THE VILLAGE OF NORTH AURORA AND THE MESSENGER PUBLIC LIBRARY, KANE  
COUNTY, ILLINOIS**

**FOR THE FISCAL YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS:

SECTION 1. That the sum of \$4,707,000 be and the same is hereby levied from and against all the real and personal property within the limits of the Village of North Aurora subject to taxation according to the ad valorem value of the said property after same is assessed and equalized for State and County purposes for the current fiscal year and said Village of North Aurora commencing June 1, 2022 and ending May 31, 2023, the objects and purposes and respective amounts for which budget were heretofore made and the objects and purposes and the respective amounts hereby levied and assessed the aggregate sum of \$4,707,000 are as follows ("Year Ending May 31, 2023 Levy"):

	<b>2022/23</b>		
	<b><u>Amount Budgeted</u></b>	<b><u>Other Sources</u></b>	<b><u>Amount Levied</u></b>
<b>GENERAL FUND</b>			
<b><u>LEGISLATIVE AND BOARDS</u></b>			
Stipend - Village President	\$10,800		
Stipend - Trustees	43,200		
Stipend - Village Clerk	7,200		
Stipend - Liquor Commission	1,200		
Per Diem - Police Pension Board	1,200		
Per Diem - Plan Commission	3,500		
FICA - Social Security and Med	4,774		
Legal	5,000		
Professional/Consulting	11,000		
Conferences and Travel	1,100		
Dues and Meetings	11,720		
Office Expenses	1,250		
Misc. Expenditures	4,300		
Equipment	1,000		
<b>LEGISLATIVE AND BOARDS</b>	<b><u>\$107,244</u></b>	<b><u>\$95,784</u></b>	<b><u>\$11,460</u></b>
 <b><u>ADMIN/FINANCE</u></b>			
Salaries - Regular	\$677,829		
Salaries - Part-time	109,999		
Overtime	1,000		
FICA - Social Security and Med	60,345		
IMRF	78,171		
Health Insurance	64,665		
PSEBA Benefits	19,007		
Life Insurance	242		
Dental Insurance	2,291		
Legal Services	35,000		
Audit Services	26,000		

Finance Services	45,800		
Professional/Consulting Fees	5,000		
Conferences and Travel	14,000		
Seminars and Training	11,650		
Dues and Meetings	4,760		
Office Expenses	4,300		
Information Technology Supplies	7,500		
Postage	1,500		
Publishing/Advertising	3,500		
Printing	13,000		
Equipment/IT Repair and Maint.	123,505		
Website Maintenance	5,100		
Banking Services/Fees	12,000		
Phones and Connectivity	14,600		
Miscellaneous	15,265		
Equipment	2,500		
Vehicle Equipment Fund Charges	8,245		
<b>ADMIN/FINANCE</b>	<b>\$1,366,774</b>	<b>\$1,272,594</b>	<b>\$94,180</b>

#### **POLICE COMMISSION**

Meetings Per Diem	\$1,500		
Legal	800		
Recruit Testing	5,000		
Dues and Meetings	375		
<b>POLICE COMMISSION</b>	<b>\$7,675</b>	<b>\$7,675</b>	<b>\$-</b>

#### **POLICE**

Salaries - Regular	\$3,630,045
Salaries - Part-time	34,697
Salaries - Overtime	132,000
Salaries - Court Time	16,900
Service Pay	1,500
On-Call Pay	30,000
Speciality Pay	4,160
FICA - Social Security and Med	296,424
IMRF	16,483
Health Insurance	437,289
Life Insurance	1,412
Dental Insurance	11,307
Police Pension	1,443,240
Uniform Allowance	35,400
Legal Services	55,000
Conferences and Travel	23,610
Training	26,355
Firearm Training	39,925
Dues and Meetings	14,955
Office Expenses	12,000
Gas and Oil	60,000
Prisoner MTCE and Supplies	1,200
Too Good for Drugs	2,000
Community Service	42,500
Postage	3,500
Equipment/IT Repair and Maint.	62,395
Vehicle Repair and Maint.	52,500

Animal Control	1,500		
Investigations	14,000		
Evidence Processing	4,000		
Emergency Management	16,077		
Phones and Connectivity	57,100		
Dispatching Services	250,000		
Miscellaneous	10,430		
Equipment	9,300		
Vehicle Equipment Fund Charges	213,905		
<b>POLICE</b>	<b>\$7,063,109</b>	<b>\$4,971,868</b>	<b>\$2,091,241</b>

#### **COMMUNITY DEVELOPMENT**

Salaries - Regular	\$459,645		
Salaries - Overtime	6,500		
FICA - Social Security and Med	35,660		
IMRF	46,848		
Health Insurance	35,892		
Life Insurance	202		
Dental Insurance	1,026		
Uniform Allowance	500		
Engineering Services	35,000		
Legal Services	21,000		
Planning	5,000		
Inspection Services	115,000		
Professional Consulting Fees	25,000		
Conferences and Travel	7,700		
Training	2,800		
Dues and Meetings	6,565		
Office Expenses	4,000		
Gas and Oil	2,000		
Postage	1,800		
Publishing	3,000		
Printing	500		
Equipment/IT Repair and Maint.	500		
Vehicle Repair and Maint.	1,000		
Grass Cutting	1,500		
Phones and Connectivity	7,800		
Miscellaneous	1,500		
Equipment	500		
Vehicle Equipment Fund Charges	12,585		
<b>COMMUNITY DEVELOPMENT</b>	<b>\$841,023</b>	<b>\$784,101</b>	<b>\$56,922</b>

#### **PUBLIC WORKS**

Salaries - Regular	\$1,128,897		
Salaries - Part-time	17,000		
Salaries - Overtime	57,000		
On-Call Pay	20,000		
FICA - Social Security and Med	93,552		
IMRF	121,635		
Health Insurance	161,157		
Life Insurance	524		
Dental Insurance	4,482		
Uniform Allowance	4,400		
Engineering Services	10,000		
Legal Services	5,000		

Conferences and Travel	7,700		
Training	5,700		
Dues and Meetings	2,630		
Office Expenses	3,970		
Custodial Supplies	19,500		
Salt	10,300		
Gas and Oil	32,000		
Postage	1,250		
Publishing	1,500		
Printing	200		
Equipment/IT Repair and Maint.	15,000		
Vehicle Repair and Maint.	122,500		
Public Buildings Repair and Maint.	149,800		
Mosquito Control	60,000		
Public Grounds Repair and Maint	40,500		
Grass Cutting	55,000		
Tree Service	178,000		
Snow Removal	150,000		
Streets and Alleys Repair and Maint.	65,000		
Sidewalks Repair and Maint.	28,000		
Storm Drain Maintenance	41,000		
Traffic Signs and Signals	30,000		
Phones and Connectivity	16,800		
Utility	2,500		
Miscellaneous	60,000		
Equipment Purchases	10,000		
Vehicle Equipment Fund Charges	143,315		
<b>PUBLIC WORKS</b>	<b>\$2,821,812</b>	<b>\$2,676,615</b>	<b>\$145,197</b>

**NON-DEPARTMENTAL**

Fireworks	\$32,500		
Community Events	25,000		
Beautification Committee	20,000		
Sales Tax Rebates	195,000		
Misc. Expenditures	15,000		
<b>NON-DEPARTMENTAL</b>	<b>\$287,500</b>	<b>\$287,500</b>	<b>\$-</b>

**INSURANCE FUND**

Unemployment Tax	\$6,200		
Insurance Claims	40,000		
Liability Insurance	320,000		
<b>INSURANCE FUND</b>	<b>\$366,200</b>	<b>\$75,200</b>	<b>\$291,000</b>

<b>SUBTOTAL VILLAGE</b>	<b>\$12,861,337</b>	<b>\$10,171,337</b>	<b>\$2,690,000</b>
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**DEBT SERVICE**

Bonds and Interest	\$-		
<b>DEBT SERVICE</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>

**LIBRARY FUND**

Salaries/Benefits	\$1,327,000		
Library Equipment and Services	171,000		
Materials	409,000		
Capital Building Project	225,000		
<b>LIBRARY FUND</b>	<b>\$2,132,000</b>	<b>\$225,000</b>	<b>\$1,907,000</b>

**LIBRARY BLDG & EQUIP. MAINT.**

Library Bldg Equip & Maint	\$110,000		
<b>LIBRARY BLDG &amp; EQUIP. MAINT.</b>	<b>\$110,000</b>	<b>\$-</b>	<b>\$110,000</b>

<b>GRAND TOTAL</b>	<b>\$15,103,337</b>	<b>\$10,396,337</b>	<b>\$4,707,000</b>
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**Recapitulation**

	<b><u>Budget Amount</u></b>	<b><u>Other Sources</u></b>	<b><u>Amount Levied</u></b>
LEGISLATIVE	\$102,470	\$92,470	\$10,000
ADMIN/FINANCE	1,193,258	1,148,258	45,000
POLICE COMMISSION	7,675	7,675	-
POLICE	5,097,202	4,917,202	\$180,000
COMMUNITY DEVELOPMENT	758,515	728,515	30,000
PUBLIC WORKS	2,606,625	2,531,625	75,000
NON-DEPARTMENTAL	287,500	287,500	-
<b>SUB TOTAL corporate</b>	<b>\$10,053,245</b>	<b>\$9,713,245</b>	<b>\$340,000</b>

**OTHER**

AUDIT	\$35,000	\$31,000	\$4,000
LIABILITY INSURANCE	360,000	72,000	288,000
POLICE PROTECTION	209,760	47,760	162,000
EMPLOYER'S SOCIAL SECURITY	490,755	340,755	150,000
UNEMPLOYMENT INSURANCE	6,200	3,200	3,000
IMRF	263,137	173,137	90,000
POLICE PENSION	1,653,000	-	1,653,000
BONDS AND INTEREST	-	-	-
<b>SUB TOTAL</b>	<b>\$3,017,852</b>	<b>\$667,852</b>	<b>\$2,350,000</b>

<b>VILLAGE SUBTOTAL</b>	<b>\$13,071,097</b>	<b>\$10,381,097</b>	<b>\$2,690,000</b>
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LIBRARY FUND	\$2,132,000	\$225,000	\$1,907,000
LIBRARY BLDG. & EQUIP. MAINT.	110,000	-	110,000
<b>LIBRARY SUB TOTAL</b>	<b>\$2,242,000</b>	<b>\$225,000</b>	<b>\$2,017,000</b>

<b>TOTALS:</b>	<b>\$15,313,097</b>	<b>\$10,606,097</b>	<b>\$4,707,000</b>
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SECTION 2. That express reference for greater certainty is hereby made to the Budget of the Village of North Aurora, Kane County, Illinois for the fiscal year beginning June 1, 2022, and ending May 31, 2023, adopted by the Board of Trustees of the Village of North Aurora, Kane County, Illinois on May 2, 2022, and thereafter published and recorded according to law, in which said Budget said Board budgeted such sums of money as are deemed necessary to defray all expenses and liabilities of said Village of North Aurora, Kane County, Illinois, for said fiscal year and in which was budgeted for each object or purpose specified, and in which said Budget has been amended by Ordinance since adoption.

SECTION 3. That the Year Ending May 31, 2023 Levy is less than five percent (5%) greater than the extensions for the fiscal year beginning June 1, 2021, and ending May 31, 2022; notice of the Truth in taxation Hearing was published on November 23, 2022, and the hearing was conducted pursuant to the notice prior to passage of this Ordinance on December 5, 2022.

SECTION 4. That the Village Clerk of the Village of North Aurora, Kane County, Illinois is hereby directed to cause to be filed forthwith with the County Clerk of Kane County, Illinois, a certified copy of this Ordinance.

SECTION 5. That this Ordinance shall be printed in pamphlet form by authority of the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, its approval by the President of said Board, its recording by the Clerk, and lapse of time as prescribed by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of December, 2022.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of December, 2022

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**

Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS  
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE LEVYING THE TAXES FOR THE WATERFORD OAKS  
SPECIAL SERVICE AREA #4 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 96-24 establishing the Waterford Oaks Special Service Area (the "Special Service Area") was passed on July 22, 1996, as amended by Ordinance No. 10-11-01-01 passed on November 1, 2010, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$18,600.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the notice and hearing requirements specified in Section 27-32 of the Special Service Area Tax Law (35 ILCS 200.27-32) have been satisfied; and

WHEREAS, the ordinance establishing the Waterford Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$18,600.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022 and ending May 31, 2023 for the Waterford Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**

Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

---

**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL  
SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE LEVYING THE TAXES FOR THE OAK HILL**  
**SPECIAL SERVICE AREA #7 FOR THE FISCAL YEAR**  
**BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 96-36 establishing the Oak Hill Special Service Area (the “Special Service Area”) was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Oak Hill Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022 and ending May 31, 2023 for the Oak Hill Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**

Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE  
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL  
YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

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Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING THE TAXES FOR THE  
TIMBER OAKS SPECIAL SERVICE AREA #8 FOR THE FISCAL  
YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 96-37 establishing the Timber Oaks Special Service Area (the "Special Service Area") was passed on October 28, 1996 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$7,500.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Timber Oaks Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$7,500.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022 and ending May 31, 2023 for the Timber Oaks Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**  
Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)  
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING THE TAXES FOR THE PINECREEK (PHASE III)  
SPECIAL SERVICE AREA #9 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 97-22 establishing the Pinecreek (Phase III) Special Service Area (the "Special Service Area") was passed on July 14, 1997 for the property collectively described therein; and

WHEREAS, the cost for the maintenance of the Special Service Area is \$2,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the Pinecreek (Phase III) Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$2,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022 and ending May 31, 2023 for the Pine Creek (Phase III) Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**

Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

---

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES  
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING THE TAXES FOR THE WILLOW LAKES  
SPECIAL SERVICE AREA #11 FOR THE FISCAL YEAR  
BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 98-2 establishing the Willow Lakes Special Service Area (the "Special Service Area") was passed on February 9, 1998 for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$10,200.00, which exceeds by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the notice and hearing requirements specified in Section 27-32 of the Special Service Area Tax Law (35 ILCS 200.27-32) have been satisfied; and

WHEREAS, the ordinance establishing the Willow Lakes Special Service Area was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$10,200.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022 and ending May 31, 2023 for the Willow Lakes Special Service Area;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**

Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**

Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

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*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE LEVYING THE TAXES FOR THE  
NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL  
YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE LEVYING THE TAXES FOR THE  
NORTH AURORA TOWNE CENTRE SERVICE AREA #32 FOR THE FISCAL  
YEAR BEGINNING JUNE 1, 2022 AND ENDING MAY 31, 2023**

WHEREAS, Ordinance No. 05-10-24-02 establishing the North Aurora Towne Centre Service Area #32 (the "Special Service Area") was passed on October 24, 2005, for the property collectively described therein; and

WHEREAS, the cost for maintenance of the Special Service Area is \$30,000.00, which does not exceed by more than five percent (5%) of the levy from the previous year; and

WHEREAS, the ordinance establishing the North Aurora Towne Centre Service Area #32 was recorded in the Kane County Recorder of Deeds Office and filed with the Kane County Clerk's Office, all according to law; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Illinois, as follows:

1. That the foregoing recitals as set forth above are incorporated herein expressly as the findings of the Board of Trustees;
2. That the amount of \$30,000.00 shall be levied as the Special Service Area tax for the fiscal year beginning June 1, 2022, and ending May 31, 2023, for the North Aurora Towne Centre Service Area #32;
3. This Ordinance shall be in full force and effect immediately upon its passage and publication, in pamphlet form, as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
                                  ) ss.  
County of Kane )

**Prepared by:**  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**  
Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

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**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022  
TO PAY DEBT SERVICE ON \$6,885,000 GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2014 (ALTERNATE REVENUE SOURCE),  
OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2022 TO PAY DEBT SERVICE ON \$6,885,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2014 (ALTERNATE REVENUE SOURCE), OF  
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20<sup>th</sup> day of October, 2014 (the "Ordinance"), did provide for the issue of \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source), dated November 13, 2014 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2022 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 to pay the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2022 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk

State of Illinois )  
 ) ss.  
County of Kane )

**Prepared by:**  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

**Return to:**  
Village Clerk  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

*This page is added for the purpose of affixing Recording Information*

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VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

**Ordinance Number:** \_\_\_\_\_

---

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2022  
TO PAY DEBT SERVICE ON \$5,800,000 GENERAL OBLIGATION BONDS,  
SERIES 2017 (ALTERNATE REVENUE SOURCE),  
OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

As it appears in the records of the Village of North Aurora, Kane County, Illinois

---

Adopted by the Board of Trustees and President  
of the Village of North Aurora  
the \_\_\_\_\_ day of \_\_\_\_\_, 2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2022 TO PAY DEBT SERVICE ON \$5,800,000 GENERAL  
OBLIGATION BONDS, SERIES 2017 (ALTERNATE REVENUE SOURCE), OF  
THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of North Aurora, Kane County, Illinois (the "Village"), by ordinance adopted on the 20<sup>th</sup> day of March, 2017 (the "Ordinance"), did provide for the issue of \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source), dated April 4, 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, funds are available for the purpose of paying debt service on the Bonds heretofore imposed by the 2022 levy; and

WHEREAS, such funds are hereby directed to be deposited into the Pledged Revenues Account (as defined in the Ordinance) of the Bond Fund (as defined in the Ordinance) and used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2022 to pay the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2022 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Village shall file a certified copy hereof with the County Clerk of Kane County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2022 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_  
Mark Guethle \_\_\_\_\_  
Todd Niedzwiedz \_\_\_\_\_

Laura Curtis \_\_\_\_\_  
Michael Lowery \_\_\_\_\_  
Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2022, A.D.

ATTEST:

\_\_\_\_\_  
Mark Gaffino, Village President

\_\_\_\_\_  
Village Clerk



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: November 30, 2022  
Re: Kane County Community Development Fund (CDF) Grant Application

---

Kane County Community Development Funding is available to municipalities in the County through the County's Community Development Block Grant (CDBG). Areas that have been identified as low to moderate income areas are eligible to apply for funding.

In its evaluation of the water distribution system, staff has identified the aging water main on Clearwater, Lovedale, Offutt as candidates for replacement and the south Fox River crossing as a candidate for lining.

These streets are within the low to moderate income areas and are eligible for funding. Staff would like to prepare and submit an application to the County for CDF funding.

The table below estimates the costs associated with the project. We would be applying for funding to supplement the cost of the water main replacement and lining. With the addition of our Village Engineer, staff is planning to perform the engineering design and construction management for these projects in-house, saving the Village approximately \$190,000.00 in engineering costs. If the Village Board would like to pursue this grant opportunity, it is a requirement of the application to pass the attached resolution in support of the project and application. If the resolution is approved, staff will include the project in the FY2023-24 water fund budget.

<u>No.</u>	<u>Street</u>	<u>Project</u> <u>Type</u>	<u>Construction</u> <u>Cost</u>	<u>Estimated</u> <u>Village</u> <u>Cost</u>	<u>Estimated</u> <u>County</u> <u>Grant</u>
1	Lovedale	Replacement	\$192,500	\$125,125	\$67,375
2	Offutt	Replacement	\$394,625	\$256,506	\$138,119
3	Clearwater	Replacement	\$308,000	\$200,200	\$107,800
4	Fox River	Lining	\$373,000	\$242,450	\$130,550
			<b>\$1,268,125</b>	<b>\$824,281</b>	<b>\$443,844</b>



**RESOLUTION NO. R \_\_\_\_\_**  
**AUTHORIZING APPLICATION FOR KANE COUNTY COMMUNITY DEVELOPMENT  
FUNDS AND EXECUTION OF ALL NECESSARY DOCUMENTS**

WHEREAS, the Village of North Aurora has determined that it in its best interests to submit an application for Kane County Community Development Funds to assist with funding for watermain replacement on portions of Clearwater, Offutt, Lovedale, and the south Fox River Crossing; and

WHEREAS, said project will significantly improve the critical neighborhood infrastructure through the replacement of aging watermain and related infrastructure which will eliminate costly watermain breaks and improve public health; and

WHEREAS, the Kane County Board must approve said application and will require the Village of North Aurora to execute a Funding Agreement and other necessary documents upon such approval.

NOW, THEREFORE, BE IT RESOLVED that Village Administrator Steven Bosco is hereby authorized to execute an application for Kane County Community Development Funds, a Funding Agreement and other necessary documents upon approval of the application by the Kane County Board, and any requests for payment and documentation required to be submitted by the Village of North Aurora to Kane County requesting the dispersal of funds.

BE IT FURTHER RESOLVED, that any substantial changes to the above-stated project description must be approved by the Village of North Aurora.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Todd Niedzwiedz \_\_\_\_\_

Carolyn Bird Salazar \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2022 A.D.

\_\_\_\_\_  
Village President Mark Gaffino

ATTEST:

\_\_\_\_\_  
Village Clerk

# Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: April 21, 2022  
Re: Purchase of a New Public Works Vehicle

---

The Public Works Department is seeking to purchase a new Ford F-350 service truck for use by the Streets Division that is in the approved budget for the current fiscal year. This truck is going to be used for day-to-day operations and is necessary because we currently have two trucks dedicated to the streets division for these type of operations and eight staff members utilizing them. The typical use of this truck will be to transport tools and equipment to and from job sites including sidewalk and basins repairs, hauling a trailer carrying lawn mowing equipment, and traffic control and transportation of staff and materials to and from special events. In the future, seasonally, it will be included in snow removal operations.

---

F-350 XL



As you may recall from the purchase of the most recent Water Division Service Trucks and Village Engineer truck, it has been challenging to acquire new vehicles. Supply chain issues have substantially increased delivery time. Demonstrating a recent example of the delays that are being experienced, the International 5-Yard Dump Truck that was ordered on May 3, 2021 was just delivered on November 29, 2022, over 18 months! In the case of both the aforementioned Water Division truck and Engineer's truck, the traditional method of vehicle procurement failed. Both the municipal and State purchasing programs were unable to fulfill our orders due to industry supply issues. As a result the Village Board granted staff approval to search for reasonably price vehicles that could be sourced at dealerships. In both cases staff was able to procure vehicles that were at or reasonably close to our budgeted figure.

As market conditions for vehicles evolve, staff continues to try to balance its procurement strategy to identify the most cost effective vehicle, while also trying to minimize the delivery delays. The strategy staff has identified to address the volatility is to order a truck through a joint purchasing program with the option of cancelling the order should the Village identify a competitively priced vehicle from a dealership. Staff has reviewed the order agreement and the vendor has stated that participation in Sourcewell's joint purchasing program is available to local agencies at no liability or obligations, thus making cancelling an order a feasible option. Ordering through a joint purchasing program is the desired method of procurement because it has traditionally been cheaper and offers the ability to have the truck built to specification; however, delays in delivery has diminished its reliability and forced the Village to consider other options.

The staff recommendation at this time is to pursue the purchase of the vehicle through the National Auto Fleet Group (who is a member of Sourcewell joint purchasing program) in the amount of \$47,910.22, with the option of cancelling the order should the delay become unreasonable or if staff identifies a competitively priced vehicle at a dealership. For context, similar vehicles at dealerships are ranging from \$52,000.00 to \$60,000.00. Currently the budget contains \$45,000.00 in the Vehicle Replacement fund. If the Village were forced to cancel the order due to an extensive delay or identify a similarly priced vehicle that could be delivered expeditiously from a dealership, staff would then return to the Village Board with the purchase price for consideration by the Village Board.





# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
(855) 289-6572 • (831) 480-8497 Fax  
Fleet@NationalAutoFleetGroup.com

11/8/2022

Quote ID: **22148**

Order Cut Off Date: **12/16/2022**

Mr Brian Richter  
Village of North Aurora  
25 East State St  
North Aurora, Illinois, 60542

Dear Brian Richter,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box 142" WB, Factory Order )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$49,705.00	\$47,910.22	3.611 %	\$1,794.78
Factory Order		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$47,910.22		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
64F	Wheels: 18" Argent Painted Steel, (STD)
<b>TIRES</b>	
<b>Code</b>	<b>Description</b>
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)
<b>PRIMARY PAINT</b>	
<b>Code</b>	<b>Description</b>
JS	Iconic Silver Metallic
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
<b>AXLE RATIO</b>	
<b>Code</b>	<b>Description</b>
X37	3.73 Axle Ratio, (STD)
<b>ADDITIONAL EQUIPMENT</b>	
<b>Code</b>	<b>Description</b>
592	LED Roof Clearance Lights
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
610A	Order Code 610A

2023 Fleet/Non-Retail Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2023 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box 142" WB		
CODE	MODEL	MSRP
F3B	2023 Ford Super Duty F-350 SRW XL 4WD Reg Cab 8' Box 142" WB	\$47,815.00
OPTIONS		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	\$0.00
64F	Wheels: 18" Argent Painted Steel, (STD)	\$0.00
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)	\$0.00
JS	Iconic Silver Metallic	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X37	3.73 Axle Ratio, (STD)	\$0.00
592	LED Roof Clearance Lights	\$95.00
610A	Order Code 610A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$47,910.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,795.00
TOTAL PRICE		\$49,705.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes


## Standard Equipment

### MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)

### EXTERIOR

Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as road tire (STD)

### ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode, SelectShift Sequential Shift Control and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4030# Maximum Payload
GVWR: 10,400 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Wheels w/Argent Accents w/Hub Covers
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera