

AGENDA
CITY OF PLANO
COMMITTEE OF THE WHOLE
March 13, 2023
Immediately following the City Council
meeting

1. CITIZEN'S COMMENTS

2. Water Tower Maintenance Contracts

Documents:

[RESOLUTION WATER TANK MAINTENANCE - 3 AGREEMENTS.PDF](#)
[TOWER MAINTENANCE.PDF](#)

3. Water/Sewer Rate Increases And Implement Infrastructure Fees

Documents:

[ORDINANCE INCREASE RATES - INFRASTRUCTURE FEE.PDF](#)

4. Approval To Purchase 10 Body Cameras From Motorola Solutions In The Amount Of \$ 38,300.00

Documents:

[BODY CAMS.PDF](#)

5. Additional Class B Liquor License For Gas N Wash

6. The Ability To Pump Gas After Hours

7. FY '24 Budgets

8. Aldermen Comments/Questions

9. CITIZEN'S COMMENTS

THE CITY OF PLANO
KENDALL COUNTY, ILLINOIS

RESOLUTION
NUMBER R2023-____

**A RESOLUTION
APPROVING AND AUTHORIZING THE
EXECUTION OF AGREEMENTS BY AND
BETWEEN THE CITY OF PLANO AND
UTILITY SERVICE CO., INC. FOR WATER
TANK MAINTENANCE CONTRACTS FOR THE
MAIN STREET TANK, BURNS STREET TANK
AND CUMMINS STREET TANK**

MICHAEL RENNELS, Mayor
KATHLEEN MILLER, City Clerk

BARBARA NADEAU
MARK SWOBODA
JAMAL WILLIAMS
JOHN FAWVER
STEPHEN DEBOLT
BEN EATON
THOMAS JOHNS
SCOTT MULLINER

City Council

Published in pamphlet form by authority of the
Mayor and city Council of the City of Plano
on this the 13th day of March, 2023

RESOLUTION NO. R2023-__

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AGREEMENTS BY AND BETWEEN
THE CITY OF PLANO AND UTILITY SERVICE CO., INC.
FOR WATER TANK MAINTENANCE CONTRACTS FOR THE
MAIN STREET TANK, BURNS STREET TANK AND
CUMMINS STREET TANK**

WHEREAS, the City of Plano (hereinafter referred to as the “City”) is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the City of Plano upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, the City is in need of ongoing maintenance for its Water Tanks at Main Street, Burns Street and Cummins Street;

WHEREAS, Utility Service Co., Inc. is a company that provides such water tank painting and maintenance services;

WHEREAS, the City is interested in contracting with Utility Service Co., Inc. to provide the necessary water tank painting and maintenance services to these three (3) water tanks under individual contracts attached to the Resolution; and

WHEREAS, the City of Plano Corporate Authorities are of the opinion that it is in the best interests of the health, welfare and safety of the residents of the City of Plano to enter into the attached agreements with Utility Service Co., Inc. for the water tank maintenance for the water tanks at Main Street, Burns Street and Cummins Street.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Plano, Kendall, Illinois in open meeting assembled as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreements

The City hereby approves the Agreement substantially in the form attached hereto and made a part hereof as Exhibits A, B and C.

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest this Agreement, substantially in the form of such agreement attached hereto as Exhibits A, B and C with such changes therein as shall be approved by the City Attorney and the officials of the City executing the same, their execution thereof to constitute exclusive evidence of their

approval to any and all changes or revisions therein from and after the execution and delivery of such Agreements.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the City shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transaction contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the agreement, additionally, the City is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Six – Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of City Officials

That all past, present and future acts and doings of the officials of the City that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight - Conflict Clause

That all resolutions, parts of resolutions or board actions in conflict with the terms of this resolution shall be repealed to the extent of said conflict.

Section Nine - Passage Clause

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Twelve - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Thirteen - Recording

This resolution shall be entered into the minutes and upon the journals of the City Council of the City of Plano.

DECIDED pursuant to a Roll Call Vote as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Ben Eaton, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels, Mayor				
TOTAL				

PASSED AND APPROVED by the City of Plano City Council on the 13th day of March, 2023:

Michael Rennels
Mayor

ATTEST:

Kathleen Miller
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK’S CERTIFICATION

I, Kathleen Miller, do hereby certify that I am the duly elected, and qualified City Clerk in and for the City of Plano, Kendall County, Illinois; that I am the keeper of the files, records, and seal of said City, and that the following is a true and correct copy of Resolution No. R2023-__

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AGREEMENTS BY AND BETWEEN
THE CITY OF PLANO AND UTILITY SERVICE CO., INC.
FOR WATER TANK MAINTENANCE CONTRACTS FOR THE
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adopted and approved by the Mayor and City Council at an official meeting held on March 13th, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Ben Eaton, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels (if necessary)				
TOTAL				

I do further certify that the deliberations of the Council on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the City Code of the City of Plano, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council.

I further state that this Certification is issued under my hand and the seal of the City of Plano as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said City of Plano, Kendall County, Illinois on the date set forth herein.

(SEAL)

Kathleen Miller, City Clerk

Exhibit A

Water Tank Maintenance Contract
(Main Street Tank)

Exhibit B

Water Tank Maintenance Contract
(Burns Street Tank)

Exhibit C

Water Tank Maintenance Contract
(Cummins Street Tank)

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Plano
Plano, Illinois

Tank Size/Name: 1,500,000 Gallon Pedisphere – Burns Street Tank

Location: 1521 Burns Street

Date Prepared: January 20, 2023

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **City of Plano, whose business address is 17 East Main Street, Plano, Illinois 60545** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,500,000** gallon water storage tank located at **1521 Burns Street, Plano, Illinois 60545** (hereinafter, "the Tank"). This Contract outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation, interior wet renovation, interior dry touch up and repairs prior to the end of Contract Year 2.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance

and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the State of Illinois and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

j. Mixing System Service.

1. The Company will inspect and service the active mixing system each year. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

2. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.B shall be followed in this circumstance.

Commented [PD1]: Please provide an example for our review and approval.

In the original contract draft we requested that the Company must provide a performance bond or letter of credit with good and sufficient surety conditioned upon the completion of the contract and the payment for all labor, materials, apparatus, fixtures and machinery used in the work. No reference to either performance bond or letter of credit is contained within this version.

Commented [PD2]: Solely for the purposes of understanding what goes into the gross amount for Year 6 and beyond, the parties should agree that it is estimated that 10 to 15% of each annual payment from Year 6 and beyond goes towards annual maintenance tasks, and approximately 85 to 90% goes towards future repainting.

Commented [PD3]: Confirm with Treasurer that this is acceptable.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first five (5) Annual Fees shall be **\$151,729.00** per Contract Year. The Annual Fee for Contract Year 6 shall be **\$53,935.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, “Unreasonable Delay” shall mean the Owner’s delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company’s written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection (“ROV Inspection”), or unmanned aerial vehicle inspection (“UAV Inspection”) without requiring the modification of this Contract.

Commented [PD4]: Check with staff if they accept that a visual inspection can replace a Washout Inspection.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). **Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

Commented [PD5]: City Council needs to determine if this is acceptable.

Commented [PD6]: Not agreed.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this Contract prior to remitting the first five (5) Annual Fees, then the unpaid balance of the first five (5) Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

Commented [PD7]: Replace "three (3) authorized voting officials" with "formal action approved by the City Council"

Commented [PD8]: City Council needs to determine whether or not this is acceptable.

10. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

Commented [PD9]: The Assignment paragraph needs to be reciprocal on the Company's behalf.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

15. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

Commented [PD10]: This is a new paragraph compared to the original contract, and needs to be reviewed and approved by City Council.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

City of Plano

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

SCHEDULE A

Year 1-(2032)

1. Visual Inspection

Year 2-(2024)

Exterior Renovation

1. Exterior will be pole sanded to remove any clear coat that is present. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec Series 135 or equivalent coating shall be applied to the complete exterior surfaces (100%) at a DFT of 2 to 3 mils.
5. One (1) full finish coat of a Tnemec Series 72 or equivalent coating shall be applied to the complete exterior surfaces (100%) at a DFT of 2 to 3 mils.
6. Coat concrete foundations
7. Install new logos

Interior Renovation

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - Primer Coat: One [1] complete coat of Tnemec Series 21 Epoxy or equivalent shall be applied at a dry film thickness of 3 to 5 mils.
 - Finish Coat: One [1] complete finish coat of Tnemec Series 21 Epoxy or equivalent shall be applied at a dry film thickness of 4 to 6 mils.
 - a. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - b. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Dry -Interior Renovation

1. Touch up coatings in isolated areas of the dry interior

Repairs

1. Remove existing notch rail safety climb systems
2. Install new frost proof roof vent
3. Install new LED light on the roof; does not include running new electrical
4. Repair/Adjust swing door in the base cone

THE CITY OF PLANO
KENDALL COUNTY, ILLINOIS

ORDINANCE
NUMBER 2023 _____

**AN ORDINANCE AMENDING CITY OF PLANO ORDINANCE NO. 2014-9
ENTITLED “AN ORDINANCE AMENDING AN ORDINANCE
ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE
OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEMS OF
THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS
SUSPENDING RATE INCREASES SCHEDULED TO TAKE EFFECT
MARCH 1, 2014, AND THEREAFTER”
AND TO IMPLEMENT INFRASTRUCTURE FEES**

MICHAEL RENNELS, Mayor
KATHLEEN MILLER, City Clerk

BARBARA NADEAU
MARK SWOBODA
JAMAL WILLIAMS
JOHN FAWVER
STEPHEN DEBOLT
BEN EATON
THOMAS JOHNS
SCOTT MULLINER

City Council

Published in pamphlet form by authority of the
Mayor and city Council of the City of Plano
on this the 13th day of March, 2023

ORDINANCE NO. 2023-_____

**AN ORDINANCE AMENDING CITY OF PLANO ORDINANCE NO. 2014-9 ENTITLED
“AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING RATES AND CHARGES
FOR THE USE AND SERVICE OF THE COMBINED WATERWORKS AND SEWERAGE
SYSTEMS OF THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS
SUSPENDING RATE INCREASES SCHEDULED TO TAKE EFFECT
MARCH 1, 2014, AND THEREAFTER”
AND TO IMPLEMENT INFRASTRUCTURE FEES**

WHEREAS, on the 13th day of February, 1978, the City Council of the City of Plano, Kendall County, Illinois, adopted Ordinance No. 1978-1, entitled: “An Ordinance Establishing Rates and Charges for the Use and Service of the Combined Waterworks and Sewerage Systems of the City of Plano, Kendall County, Illinois”;

WHEREAS, said Ordinance has, from time to time, been amended to adjust the rates or charges for the use of and service supplied by the combined waterworks and sewerage system of the City of Plano, County of Kendall and State of Illinois, to defray all of the expenses incident thereto;

WHEREAS, the City Council did adopt, on the 10th day of January, 2011, Ordinance No. 2011-1, entitled: “AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEMS OF THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS”;

WHEREAS, pursuant to the provisions of Section 4 of Ordinance No. 2011-1, a water and sewer rate increase was scheduled to take effect commencing on March 1, 2014;

WHEREAS, on March 24, 2014, the City Council did adopt Ordinance No. 2014-9, entitled: “AN ORDINANCE AMENDING CITY OF PLANO ORDINANCE NO. 2011-1 ENTITLED “AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING RATES AND CHARGES FOR THE USE AND SERVICE OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEMS OF THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS SUSPENDING RATE INCREASES SCHEDULED TO TAKE EFFECT MARCH 1, 2014, AND THEREAFTER”;

WHEREAS, pursuant to the provisions of Ordinance No. 2014-9, the City Council indicated that the water and sewer rate increases that were scheduled to take effect on March 1, 2014, were suspended and deferred pending further study and action by the City Council, and the rates and charges for use and service of the combined waterworks and sewerage systems for the City of Plano in effect as of February 28, 2014 would remain in effect until further action by the City Council;

WHEREAS, the City Council, after studying and deliberation, has determined that at the present time it is in the best interests of the City of Plano to adjust the rates for water services and the rates for sewerage service to ensure that revenues derived from the rates and charges defray the costs and expenses incident to the operations of the waterworks and sewerage systems of the City of Plano and to implement infrastructure fees associated with the meter sizes of each structure; and

WHEREAS, the City of Plano (hereinafter referred to as the “City”) is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the City has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the City Code of the City of Plano, as amended; and

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its residents including the adoption and imposition of certain taxes.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Plano, Kendall, Illinois in open meeting assembled as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section Two – Recitals

The following standard rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023, or thereafter:

**STANDARD WATER AND SEWER RATES/CHARGES:
(May 1, 2023, through April 30, 2024)**

WATER SERVICE: For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 16.83

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 4.46 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 27.64.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 5.79 per 1,000 gallons, or part thereof, bi-monthly.

**SENIOR CITIZENS’ (AGE 65 AND OVER)
WATER AND SEWER RATES/CHARGES:
(May 1, 2023, through April 30, 2024)**

The following Senior Citizens’ (65 years and older) rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023:

WATER SERVICE: For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 16.83.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 4.46 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 27.64

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 5.79 per 1,000 gallons, or part thereof, bi-monthly.

**STANDARD WATER AND SEWER RATES/CHARGES:
(May 1, 2024, through April 30, 2025)**

WATER SERVICE: For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 18.51.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 4.91 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 30.40.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$6.37 per 1,000 gallons, or part thereof, bi-monthly.

**SENIOR CITIZENS' (AGE 65 AND OVER)
WATER AND SEWER RATES/CHARGES:
(May 1, 2024, through April 30, 2025)**

The following Senior Citizens' (65 years and older) rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023:

WATER SERVICE: For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$18.51.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$4.91 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$30.40

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$6.37 per 1,000 gallons, or part thereof, bi-monthly.

**STANDARD WATER AND SEWER RATES/CHARGES:
(May 1, 2025, through April 30, 2026)**

WATER SERVICE: For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$20.36.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$5.40 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$33.44.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$7.01 per 1,000 gallons, or part thereof, bi-monthly.

**SENIOR CITIZENS' (AGE 65 AND OVER)
WATER AND SEWER RATES/CHARGES:
(May 1, 2025, through April 30, 2026)**

The following Senior Citizens' (65 years and older) rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023:

WATER SERVICE: For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 20.36.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 5.40 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 33.44.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 7.01 per 1,000 gallons, or part thereof, bi-monthly.

**STANDARD WATER AND SEWER RATES/CHARGES:
(May 1, 2026, through April 30, 2027)**

WATER SERVICE: For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 22.40.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 5.94 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 36.78.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 7.71 per 1,000 gallons, or part thereof, bi-monthly.

**SENIOR CITIZENS' (AGE 65 AND OVER)
WATER AND SEWER RATES/CHARGES:
(May 1, 2026, through April 30, 2027)**

The following Senior Citizens' (65 years and older) rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023:

WATER SERVICE: For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 22.40.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 5.94 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 36.78.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 7.71 per 1,000 gallons, or part thereof, bi-monthly.

**STANDARD WATER AND SEWER RATES/CHARGES:
(May 1, 2027, through April 30, 2028)**

WATER SERVICE: For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 24.64.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 6.54 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 2,000 gallons of water, bi-monthly: Minimum charge of \$ 40.46.

For all gallons of water in excess of 2,000 gallons, bi-monthly: \$ 8.48 per 1,000 gallons, or part thereof, bi-monthly.

**SENIOR CITIZENS' (AGE 65 AND OVER)
WATER AND SEWER RATES/CHARGES:
(May 1, 2027, through April 30, 2028)**

The following Senior Citizens' (65 years and older) rates or charges shall apply commencing May 1, 2023, and billed on the bi-monthly bill issued effective May 1, 2023:

WATER SERVICE: For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 24.64.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 6.54 per 1,000 gallons, or part thereof, bi-monthly.

SEWER SERVICE: (The rates or charges for sewer service are based upon the number of gallons of water used.)

For the first 4,000 gallons of water, bi-monthly: Minimum charge of \$ 40.46.

For all gallons of water in excess of 4,000 gallons, bi-monthly: \$ 8.48 per 1,000 gallons, or part thereof, bi-monthly.

INFRASTRUCTURE FEE

The following Infrastructure Fees shall apply commencing May 1, 2023 and billed on a bi-monthly bill effective May 1, 2023 on the following meter sizes:

<u>Meter Size</u>	<u>Water Bi-Monthly Fee</u>	<u>Sewer Bi-Monthly Fee</u>
5/8 in.	Exempt	Exempt
3/4 in.	\$ 10.00	\$ 10.00
1 in.	\$ 17.78	\$ 17.78
1.5 in.	\$ 40.00	\$ 40.00
2 in.	\$ 71.11	\$ 71.11
3 in.	\$160.00	\$160.00
4 in.	\$284.44	\$284.44
6 in.	\$640.00	\$640.00

Senior Citizens (65 years and older) are exempt from the Infrastructure Fee.

Section Three – Codification

The title, chapter(s) and section(s) adopted by this ordinance shall be numbered and placed in an appropriate title, chapter(s), and sections(s) sections when and during the codification of the Plano Municipal Code.

Section Four – Conflict Clause

That all ordinances, parts of ordinances or board actions in conflict with the terms of this ordinance shall be repealed to the extent of said conflict.

Section Five – Passage Clause

That this ordinance shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Six – Constitutionality Clause

Any part or parts of this ordinance declared by a court of law to be invalid or unconstitutional shall not affect the validity of the remaining provisions of this ordinance or the City of Plano Municipal Code.

Section Seven – Publication

This ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eight – Recording

This ordinance shall be entered into the minutes and upon the journals of the City Council of the City of Plano.

DECIDED pursuant to a Roll Call Vote as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Ben Eaton, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels, Mayor				
TOTAL				

PASSED AND APPROVED by the City of Plano City Council on the 13th day of March, 2023:

Michael Rennels
Mayor

ATTEST:

Kathleen Miller
City Clerk

STATE OF ILLINOIS)
)
 COUNTY OF KENDALL)

SS

CLERK’S CERTIFICATION

I, Kathleen Miller, do hereby certify that I am the duly elected, and qualified City Clerk in and for the City of Plano, Kendall County, Illinois; that I am the keeper of the files, records, and seal of said City, and that the following is a true and correct copy of Ordinance No. 2023-_____

**AN ORDINANCE AMENDING CITY OF PLANO ORDINANCE NO. 2014-9 ENTITLED
 “AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING RATES AND CHARGES
 FOR THE USE AND SERVICE OF THE COMBINED WATERWORKS AND SEWERAGE
 SYSTEMS OF THE CITY OF PLANO, KENDALL COUNTY, ILLINOIS
 SUSPENDING RATE INCREASES SCHEDULED TO TAKE EFFECT
 MARCH 1, 2014, AND THEREAFTER”
 AND TO IMPLEMENT INFRASTRUCTURE FEES**

adopted and approved by the Mayor and City Council at an official meeting held on March 13, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Barbara Nadeau, Ward 1				
Mark Swoboda, Ward 1				
Jamal Williams, Ward 2				
John Fawver, Ward 2				
Stephen DeBolt, Ward 3				
Ben Eaton, Ward 3				
Thomas Johns, Ward 4				
Scott Mulliner, Ward 4				
Michael Rennels (if necessary)				
TOTAL				

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the City Code of the City of Plano, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council.

I further state that this Certification is issued under my hand and the seal of the City of Plano as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said City of Plano, Kendall County, Illinois on the date set forth herein.

 Kathleen Miller, City Clerk

(SEAL)



Department of Police
CITY OF PLANO

111 E. Main ST. Plano, Illinois 60545

Non-Emergency Phone (630) 552-3121

Emergency / Non-Emergency #911

Office (630) 552-3122 / Fax (630) 552-3197



March 6th, 2023

Committee of the Whole,

Pursuant to the SAFE T Act and current law enforcement and evidentiary trends, our organization plans to implement body cameras for our patrol division. As you know the two phase process was to obtain Watchguard Cameras for all patrol vehicles which we have succeeded in doing. Phase two is to implement body worn cameras for the patrol division from the same vendor.

After working with Motorola Solutions (formerly Watchguard) we were able to substantially lower the cost of 10 body worn cameras to \$38,330. We have also worked with our sales representative to purchase the cameras in a two payment process (to be mindful of the budget for FY23 and FY24.)

We are seeking approval from the Committee of the Whole to move to the Council Agenda for a vote to purchase 10 body worn cameras from Motorola Solutions in the amount of \$38,330.

1. Payment 1 would be \$25,000 out of FY23 budget due upon approval (budgeted for)
2. Payment 2 would be due after May 1 for \$13,300 (Included in budget) out of FY24 budget

As noted in the quote this would cover 10 body worn cameras, vest mounts, license keys, 5 years worth of support fees, batteries, and 3 years worth of software support and maintenance.

Respectfully,

Lt. N. Allison

A handwritten signature in black ink, appearing to read "N. Allison".

Billing Address:
 PLANO POLICE DEPT
 17 E MAIN
 PLANO, IL 60545
 US

Quote Date:02/14/2023
 Expiration Date:05/15/2023
 Quote Created By:
 Stuart Blowers
 Stuart.Blowers@
 motorolasolutions.com

End Customer:
 PLANO POLICE DEPT
 Norm Allison
 nallison@planopoliceil.org
 630-552-3122

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
V300							
1	WGB-0138A	V300 TRANSFER STATION II	2		\$1,868.75	\$1,495.00	\$2,990.00
2	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	9		\$681.25	\$545.00	\$4,905.00
3	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	10		\$1,243.75	\$995.00	\$9,950.00
VideoManager EL: Video Evidence Management							
4	WGP02400-500	LICENSE,VIDEOMANAGER REL ON-PREM SITE LICENSE KEY	1		\$1,250.00	\$1,000.00	\$1,000.00
5	WGP02400-520	VIDEOMANAGER EL, VISTA/V300 ANNUAL DEVICE LICENSE & SUPPORT FEE*	10	5 YEAR	\$1,218.75	\$975.00	\$9,750.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$1,875.00	\$1,500.00	\$1,500.00
7	WGP02614	V300, BATT, 3.8V, 4180MAH	10		\$123.75	\$99.00	\$990.00
REDACTIVE							
8	WGW00159-001	MAINTENANCE SUPPORT,REDACTIVE SOFTWARE SUPPORT AND MAINTENANCE*	1	3 YEAR	\$2,812.50	\$2,250.00	\$2,250.00
9	WGP01092-700	REDACTIVE SINGLE USER LICENSE REV3.0*	1		\$6,243.75	\$4,995.00	\$4,995.00
Grand Total					\$38,330.00(USD)		

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800