



**VILLAGE OF WAUCONDA
REGULAR VILLAGE BOARD MEETING
101 N. MAIN STREET - WAUCONDA, IL**

**MAY 17, 2022
6:00 P.M.**

For Remote Attendance: Those not willing or able to physically attend in-person may view this meeting remotely via YouTube Live Stream at the following web address: <https://youtu.be/OkIpUBVhCbc>

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT:** *Citizens wishing to address the Village Board on any topic of Village business may do so during the public comment section near the beginning of the agenda after requesting to speak by providing name, address, and contact information on the sign-in form near the entrance to the Board room. Citizens wishing to address the public body on any specific item that appears under new business on the agenda will have an opportunity to do so when that agenda item is under consideration if they have requested to address the Board on the topic by completing the sign-in form located near the entrance to the Board Room prior to the start of the meeting. Please keep remarks concise. Individual speakers will be limited to three minutes. All audience participation must be recognized by the Mayor including questions to other Board members, staff or petitioners. When there is a controversial issue or large group present, the Mayor may limit the total amount of time allocated to those who want to speak and all who speak are asked to comply with the established time limit.*
- 5. APPROVAL OF AGENDA**
(Last Ordinance No. was 2022-O-08) (Last Resolution No. was 2022-R-04)
- 6. MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE**
- 7. CONSENT AGENDA**
 - A. Approval of the Bills for Payment from April 23, 2022 to May 6, 2022 in the Amount of \$934,757.52
 - B. Approval of the Minutes of the May 3, 2022 Regular Village Board Meeting
 - C. Approval of the Request from Wauconda Moose Lodge 1969 for the Closure of South Maple from 8:00 AM until 5:00 PM on Monday, May 30
 - D. Approval of the Request from Chief Wermes for the Closure of Main Street from 176 to Bangs Street for the 2022 National Night Out Event on August 2, from 4:00 PM to 9:00 PM

8. MOTION TO APPROVE ITEMS A THROUGH D ON THE CONSENT AGENDA

9. NEW BUSINESS

- A. Consideration and Approval of the Purchase of a Terex Hi-Ranger Optima TC55 2024 from Terex Utilities, Inc. through the Sourcewell Joint Purchasing Contract
- B. Consideration and Approval of the Purchase of a 2024 Flatbed Chassis from Rush Truck Center through the State of Illinois (CMS) Joint Bidding Contract
- C. Consideration and Approval of the Purchase of a 2024 International 5-Ton Dump Truck Snow Plow from Rush Truck Center through the State of Illinois (CMS) Joint Bidding Contract
- D. Consideration and Approval of a Disbursement to Yamon Properties, LLC in the amount of \$20,369.01 for Façade Improvements at 314 & 316 West Liberty Street
- E. Consideration and Approval of a Contract with Priority One Janitorial Services for the Janitorial Services at Village Hall, Community Development, Public Works and the Citizen's Activity Center in an amount not-to-exceed \$21,480.00

10. MAYOR'S REPORT

11. COMMITTEE REPORTS & TRUSTEE COMMENTS

12. ADJOURNMENT

Posted 5/13/2022

The Mayor and Board of Trustees welcome you to the "Regular Village Board Meeting". These meetings take place the first and third Tuesday of every month. During Regular Board meetings, a consent agenda is presented to the Board for a vote. All items under the consent agenda are considered to be settled and will be enacted by one motion. There will be no additional discussion of these items unless there is a request by a Board member.

The documents provided with the Board Meeting agenda are for informational purposes only. Until or unless the Village Board votes on a matter contained on the agenda, the matter is not final.



Accounts Payable Period: 4/23/2022 - 5/6/2022

The President and Board of Trustees of the Village of Wauconda approves Warrant as stated below and authorizes the Village Treasurer to forward payment this 17th day of May, 2022

President

ATTEST:

Clerk

RECAPITULATION

Manual Checks and ACH Payments

<u>Vendor</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>	<u>CK NO.</u>
IPBC Insurance		Medical, Dental & Life Insurance Premiums - Employee and Employer	84,271.17	ACH
Manual Check - Eric's Lawn Maint.	GF	Village Lawn Service	3,180.00	100296
Manual Check - Eric's Lawn Maint.	W/S	Village Lawn Service	2,130.00	100296
Manual Check - Alise Coulter	GF	Costco Membership/Cleaning Supples	243.10	100234

Total Combined Fund

\$ 89,824.27

Village Accounts Payable

	Accounts Payable by Fund
General Fund (10)	\$ 127,558.58
Water Sewer Fund (20)	\$ 311,344.28
Capital Fund (30)	\$ 74,217.92
TIF Fund (32)	\$ -
Motor Fuel Tax Fund (55)	\$ -
SSA #1 (72)	\$ -
Debt Service (80)	\$ 22,275.00
Total Automated AP	\$ 535,395.78

Projects

Memo Only

Lake Michigan Water (28)	\$ 215,086.59	Included in Water/Sewer Fund (20) Above
North Water Project (25)	\$ -	Included in Water/Sewer Fund (20) Above

TOTAL ACCOUNTS PAYABLE

\$625,220.05

Gross Payroll 5/4/2022

\$ 309,537.47

TOTAL ACCOUNTS PAYABLE AND PAYROLL

\$934,757.52

AP Treasurer's Report

List of Bills by Vendor

Board Meeting Date:
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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Ace Hardware						
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	18.84	6 Clamps for Lift Stations - P.W.
	General Fund	Marine / Lake Mgmt	10-50-5320	Maintenance - Equipment	7.72	Fasteners,Nuts,Parts for Weed Harvester - P.W.
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	102.73	Parts for Signage for Tree Program - P.W.
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	58.49	Tarp - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	32.90	Outlet,2 Wire Brushes,Tape Measure - P.W.
Total for Vendor					220.68	
Adams Steel Service and Supply Inc						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	100.00	Propane Tank Rental Yearly in Advance - P.W.
Total for Vendor					100.00	
AEP Energy						
	General Fund	Public Works - Streets	10-13-5430	Utility - Street Lighting	9,898.54	Street Lighting - 3/22/22 to 4/20/22
Total for Vendor					9,898.54	
Air Gas USA LLC						
	Water & Sewer Fund	Water	20-20-5340	Maintenance - Infrastructure	41.86	Freezing Agent for Water Breaks - P.W.
Total for Vendor					41.86	
Albany Steel and Brass Corporation						
	General Fund	Public Works - Streets	10-13-5345	Downtown Beautification	652.00	Supplies for Concrete Work - P.W.
Total for Vendor					652.00	
American Backflow and Fire Prevention						
	General Fund	Administration	10-10-5310	Maintenance-Building & Grounds	303.80	Annual Backflow Inspection - Admin.
	General Fund	Community Development	10-11-5310	Maintenance-Building & Grounds	75.95	Annual Backflow Inspection - C.D.
	General Fund	Police	10-12-5310	Maintenance-Building & Grounds	303.80	Annual Backflow Inspection - P.D.
	General Fund	Public Works - Streets	10-13-5310	Maintenance-Building & Grounds	151.90	Annual Backflow Inspection - P.W.
	Water & Sewer Fund	Water	20-20-5310	Maintenance-Building & Grounds	227.85	Annual Backflow Inspection - P.W.
	Water & Sewer Fund	Sewer	20-21-5310	Maintenance-Building & Grounds	759.50	Annual Backflow Inspection - P.W.
Total for Vendor					1,822.80	
American Planning Association						
	General Fund	Community Development	10-11-4520	Dues/Memberships	718.00	Annual Membership Dues - Greg Anderson - C.D.
Total for Vendor					718.00	

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American Public Works Association						
	Water & Sewer Fund	Water	20-20-4520	Dues/Memberships	92.50	Membership Dues 4/19/22 thru 5/31/23 to add L Mak - P.W.
	General Fund	Public Works - Streets	10-13-4520	Dues/Memberships	92.50	Membership Dues - 4/19/22 thru 5/31/23 to add L Mak - P.W.
Total for Vendor					185.00	
BUMPER TO BUMPER						
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	143.84	10 Radiator Caps,6 Coolants - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	216.53	Parts for Several Lift Station Generators - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	68.94	Oil for Several Lift Station Generators - P.W.
Total for Vendor					429.31	
Frank Burton						
	General Fund	Public Works - Streets	10-13-4280	Expense Allowance	85.92	Reimburse for Uniform Jeans - F Burton - P.W.
Total for Vendor					85.92	
Central Lake County Joint Action Water						
	Water & Sewer Fund	Water	20-20-6345	CLCJAWA Water Purchase	41,198.25	Monthly Water Usage - April 2022
Total for Vendor					41,198.25	
CivicPlus, Inc.						
	General Fund	Administration	10-10-4530	Codification Services	218.00	Codification Updates - Admin.
Total for Vendor					218.00	
John Combs						
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	386.65	3 Pr Dress Pants,2 Belts,4 Dress Shirts - J Combs - P.D.
Total for Vendor					386.65	
ComEd						
	General Fund	Public Works - Streets	10-13-5430	Utility - Street Lighting	25.59	Street Lighting - 3/25 to 4/25/22
Total for Vendor					25.59	
Core and Main LP						
	Water & Sewer Fund	Fixed Asset-R/R Water	20-17-8600	Fixed Asset-R/R Water	4,485.00	39 Water Meters - P.W.
	Water & Sewer Fund	Water	20-20-6130	Operating Supplies/Equipment	90.00	Meter Flange Set - P.W.
Total for Vendor					4,575.00	

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CrankStart Design Company LLC						
	General Fund	Escrows	10-98-E558	Wauconda Cruise Nights	40.00	Revisions to Cruise Night 2022 Post Cards
Total for Vendor					40.00	
Cutler Workwear						
	Water & Sewer Fund	Water	20-20-4280	Expense Allowance	287.91	Work Boots - B Romero - P.W.
Total for Vendor					287.91	
CYN Counseling Center						
	General Fund	Police	10-12-5631	Service Fees - Other	29.75	Counseling/Treatment Notes given to P.D. for Investigation
Total for Vendor					29.75	
Dannys Glass and Trim						
	General Fund	Marine / Lake Mgmt	10-50-5320	Maintenance - Equipment	185.00	Rebuild Boat Seat on Marine Unit #1
Total for Vendor					185.00	
Dahme Mechanical Industries Inc						
	Water & Sewer Fund	Sewer	20-21-5320	Maintenance - Equipment	525.00	Rebuild Washer at WWTP
Total for Vendor					525.00	
Dons Welding And Fabricating						
	General Fund	Public Works - Streets	10-13-5330	Maintenance - Vehicles	357.50	Repair to Tailgate on Truck #22 - P.W.
Total for Vendor					357.50	
Eder Casella and Company						
	General Fund	Administration	10-10-5135	Payroll Services Contract*	62.61	Payroll Service - April 2022 - Admin.
	General Fund	Community Development	10-11-5135	Payroll Services Contract*	53.35	Payroll Service - April 2022 - C.D.
	General Fund	Police	10-12-5135	Payroll Services Contract*	492.80	Payroll Service - April 2022 - P.D.
	General Fund	Public Works - Streets	10-13-5135	Payroll Services Contract*	93.32	Payroll Service - April 2022 - P.W.
	General Fund	EMA	10-16-5135	Payroll Services Contract*	2.95	Payroll Service - April 2022 - P.W.
	General Fund	Marine / Lake Mgmt	10-50-5135	Payroll Services Contract*	15.55	Payroll Service - April 2022 - P.D.
	Water & Sewer Fund	Water	20-20-5135	Payroll Services Contract*	129.74	Payroll Service - April 2022 - P.W.
	Water & Sewer Fund	Sewer	20-21-5135	Payroll Services Contract*	74.62	Payroll Service - April 2022 - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5135	Payroll Services Contract*	59.46	Payroll Service - April 2022 - P.W.
Total for Vendor					984.40	

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Fed Ex						
	Water & Sewer Fund	Sewer	20-21-6120	Postage	36.07	Shipping Postage for P.W. Equip. Sent out for Service
Total for Vendor					36.07	
Jonathan Finze						
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	19.25	Laundry Deterg. for Uniforms - J Finze - P.D.
	General Fund	Police	10-12-4511	K9 Unit	184.98	Safety Lights for K-9 Gear - J Finze - P.D.
Total for Vendor					204.23	
First Bankcard						
	General Fund	Police	10-12-4510	Training/Conferences	399.00	ILACP Annual Conference - Chief Wermes
	General Fund	Police	10-12-4510	Training/Conferences	319.79	Rental Car for ILACP Annual Conference - Chief Wermes
	General Fund	Police	10-12-4510	Training/Conferences	633.72	ILACP Policy Council Meeting - Chief Wermes
	General Fund	Administration	10-10-4510	Training/Conferences	219.00	ICPA Governement Conference - T Lyons - Finance
	Water & Sewer Fund	Water	20-20-4510	Training/Conferences	116.67	Amer.Public Works Assn.2022 Meeting
	Water & Sewer Fund	Sewer	20-21-4510	Training/Conferences	116.67	Amer.Public Works Assn 2022 Meeting
	Water & Sewer Fund	Wastewater Collection	20-27-4510	Training/Conferences	116.66	Amer.Public Works Assn 2022 Meeting
	General Fund	Public Works - Streets	10-13-5132	Software/Licensing	158.00	Software to Automate P.W. Forms
	Water & Sewer Fund	Water	20-20-5132	Software/Licensing	158.00	Software to Automate P.W. Forms
	Water & Sewer Fund	Sewer	20-21-5132	Software/Licensing	158.00	Software to Automate P.W. Forms
	General Fund	Administration	10-10-6140	Office Supplies/Equipment	153.95	Water Resistance Paper for No Parking Signs for Special Events
	General Fund	Administration	10-10-5540	Subscriptions	83.88	E-Mail Marketing Subscription - Admin.
	General Fund	Administration	10-10-6185	Officials Expense	362.94	Awards for Retirements/Recog./ Mayor's Community Service Awards
Total for Vendor					2,996.28	
GALLS LLC						
	General Fund	Police	10-12-4280	Expense Allowance	69.98	2 Uniform Work Shirts,1 Pr Uniform Pants - P Musser - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	65.40	3 Uniform Work Shirts - Hernandez #123 - P.D.
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	132.99	Work Boots - Sek #130 - P.D.
Total for Vendor					268.37	
Mark Gedde						
	Water & Sewer Fund	Water	20-20-4280	Expense Allowance	278.23	Reimbursr for 5 Pr Work Jeans - M Gedde - P.W.
Total for Vendor					278.23	
Gil Plumbing Inc						
	General Fund	Community Development	10-11-5170	Plumbing Inspections	75.00	Plumbing Inspection - 1130 North Shore Dr
Total for Vendor					75.00	

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Gloria Aldazaba						
	General Fund	Administration	10-10-5310	Maintenance-Building & Grounds	560.00	Village Cleaning Service - May 2022 - Admin.
	General Fund	Administration	10-10-5311	Maintenance-Bldg & Grounds CAC	400.00	Village Cleaning Service - May 2022 - CAC
	General Fund	Community Development	10-11-5310	Maintenance-Building & Grounds	560.00	Village Cleaning Service - May 2022 - C.D.
	General Fund	Police	10-12-5310	Maintenance-Building & Grounds	1,540.00	Village Cleaning Service - May 2022 - P.D.
	General Fund	Public Works - Streets	10-13-5310	Maintenance-Building & Grounds	184.80	Village Cleaning Service - May 2022 - P.W.
	Water & Sewer Fund	Water	20-20-5310	Maintenance-Building & Grounds	184.80	Village Cleaning Service - May 2022 - P.W.
	Water & Sewer Fund	Sewer	20-21-5310	Maintenance-Building & Grounds	98.00	Village Cleaning Service - May 2022 - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5310	Maintenance-Building & Grounds	92.40	Village Cleaning Service - May 2022 - P.W.
Total for Vendor					3,620.00	
Hydrite Chemical Company						
	Water & Sewer Fund	Sewer	20-21-6180	Treatment Chemicals	6,448.05	Treatment Chemicals - P.W.
	Water & Sewer Fund	Sewer	20-21-6180	Treatment Chemicals	3,345.16	Treatment Chemicals - P.W.
Total for Vendor					9,793.21	
Hydraulic Services and Repairs Inc						
	General Fund	Marine / Lake Mgmt	10-50-5320	Maintenance - Equipment	229.06	Fittitngs,Hoses,Parts for Weed Harvester - P.W.
Total for Vendor					229.06	
Illinois EPA (ACH)						
	Water & Sewer Fund	Lake Michigan Water	20-28-7103	IEPA L17-5317 - Principal	37,759.49	Drinking Water Project - Principal Pmt.
	Water & Sewer Fund	Lake Michigan Water	20-28-7203	IEPA L17-5317 - Interest	11,277.10	Drinking Water Project - Interest Pmt.
Total for Vendor					49,036.59	
Illinois Public Employer Labor Relations						
	General Fund	Administration	10-10-4510	Training/Conferences	99.00	Webinar - Managing FMLA/ADA/Worker's Comp.- J Ronaldi - HR
Total for Vendor					99.00	
IPRF Illinois Public Risk Fund						
	General Fund	Tort / Risk Management	10-70-5600	Worker's Compensation Premium*	18,046.19	Worker's Comp. - April 2022 - Admin. C.D. P.D.
	Water & Sewer Fund	Water	20-20-5600	Worker's Compensation Premium*	2,345.13	Worker's Comp. - April 2022 - P.W.
	Water & Sewer Fund	Sewer	20-21-5600	Worker's Compensation Premium*	939.84	Worker's Comp. - April 2022 - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5600	Worker's Compensation Premium*	939.84	Worker's Comp. - April 2022 - P.W.
Total for Vendor					22,271.00	

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Impact Networking LLC						
	General Fund	Public Works - Streets	10-13-5620	Maint/Lease Agreements	196.80	Office Copier Maintenance Agreement - 3/28 to 6/27/22 - P.W.
Total for Vendor					196.80	
In Situ Inc						
	General Fund	Marine / Lake Mgmt	10-50-6130	Operating Supplies/Equipmlent	828.82	Water Level Sensor for Bangs Lake - P.W.
Total for Vendor					828.82	
Interstate All Battery Center						
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	148.75	Battery for Lift Station #18 - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	148.75	Battery for Lift Station #14 - P.W.
Total for Vendor					297.50	
Interstate Billing Service Inc						
	General Fund	Public Works - Streets	10-13-5330	Maintenance - Vehicles	829.74	Power Steering Pump & Parts for Truck #7 - P.W.
Total for Vendor					829.74	
Lee Jensen Sales Company Inc						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	1,215.00	2 Body Harnesses,6 Shock Absorbers for P.W. Trucks
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	1,040.00	2 Body Harnesses,6 Shock Absorbers for P.W. Trucks
	Water & Sewer Fund	Wastewater Collection	20-27-6130	Operating Supplies/Equipment	46.00	2 Body Harnesses,6 Shock Absorbers for P.W. Trucks
Total for Vendor					2,301.00	
JM Irrigation						
	Water & Sewer Fund	Sewer	20-21-5320	Maintenance - Equipment	357.50	Turn on Irrigation System at P.W.
Total for Vendor					357.50	
Lake County Collector						
	General Fund	Administration	10-10-6210	Property Taxes - Non Exempt	748.36	Property Taxes - 0 N Main St
	General Fund	Administration	10-10-6210	Property Taxes - Non Exempt	23.70	Property Taxes - 0 Larkdale Row
	General Fund	Administration	10-10-6210	Property Taxes - Non Exempt	14.00	Property Taxes - 27003 N Bayview St
Total for Vendor					786.06	
Lake County Chiefs Of Police Associatio						
	General Fund	Police	10-12-4510	Training/Conferences	25.00	Monthly Meeting/Lunch - Chief Wermes
Total for Vendor					25.00	

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Lake County State's Attorney						
	General Fund	Police	10-12-5183	Lake County Forensic Crime Lab	2,995.00	Forensic Laboratory Annual Membership - P.D.
Total for Vendor					2,995.00	
LIONHEART Critical Power Specialists In						
	Water & Sewer Fund	Sewer	20-21-5320	Maintenance - Equipment	3,682.00	Repair to Generator at P.W.
Total for Vendor					3,682.00	
Lake County Treasurer						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	519.77	Signs - Mar. 2022 - P.W.
Total for Vendor					519.77	
LLD Electric Company						
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	1,200.00	Breaker Replacements and Testing at Lift Station #25 P.W.
Total for Vendor					1,200.00	
Major Crash Assistance Team						
	General Fund	Police	10-12-5530	Organizational Memberships	500.00	Annual Membership Fee - P.D.
Total for Vendor					500.00	
Master Auto Repair Klinik Inc						
	General Fund	Police	10-12-5330	Maintenance - Vehicles	30.00	Oil & Filter Change - #110 - P.D.
	General Fund	Police	10-12-5330	Maintenance - Vehicles	30.00	Oil & Filter Change - #114 - P.D.
	General Fund	Police	10-12-5330	Maintenance - Vehicles	40.39	Oil & Filter Change - #119 - P.D.
	General Fund	Police	10-12-5330	Maintenance - Vehicles	30.00	Oil & Filter Change - #104 - P.D.
	General Fund	Police	10-12-5330	Maintenance - Vehicles	30.00	Oil & Filter Change - #105 - P.D.
	General Fund	Police	10-12-5330	Maintenance - Vehicles	216.05	Repair to Squad #116 - P.D.
Total for Vendor					376.44	
Menards Inc						
	Water & Sewer Fund	Water	20-20-6130	Operating Supplies/Equipment	39.36	Toilet Paper Well #4 - P.W.
	Water & Sewer Fund	Water	20-20-5330	Maintenance - Vehicles	50.96	Punch Set,Univ.Joint,Pail,Waste Basket,Magnet
	Water & Sewer Fund	Water	20-20-5330	Maintenance - Vehicles	38.75	Punch Set,Univ.Joint,Pail,Waste Basket,Magnet
	Water & Sewer Fund	Wastewater Collection	20-27-5320	Maintenance - Equipment	38.29	Hose Clamps,Hardware for Generator - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	39.47	2X4, Flex Tape - P.W.
Total for Vendor					206.83	

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Mikes Towing Inc						
	General Fund	Public Works - Streets	10-13-5330	Maintenance - Vehicles	2,082.43	Repairs to Truck #7 - P.W.
Total for Vendor					2,082.43	
Motorola Solutions Credit Company LLC						
	General Capital Project	Fixed Asset-R/R Police	30-64-8600	Fixed-Asset R/R - PD	74,217.92	Annual Pmt. of Starcom Radios - P.D.
Total for Vendor					74,217.92	
Magna Rudolph F Law Office Of						
	General Fund	Administration	10-10-5110	Legal Services	296.25	Legal Services - Bachler Lawsuit
	General Fund	Administration	10-10-5110	Legal Services	4,799.25	Legal Services - General Corporate Matters - Admin.
	General Fund	Community Development	10-11-5110	Legal Services	533.25	Legal Services - General Corporate Matters - C.D.
	General Fund	Police	10-12-5110	Legal Serv - Prosecution	6,827.00	Legal Services - Prosecution Matters - P.D.
Total for Vendor					12,455.75	
Municipal Well And Pump Inc.						
	Water & Sewer Fund	Water	20-20-6180	Treatment Chemicals	2,499.00	Treatment Chemicals - P.W.
Total for Vendor					2,499.00	
Nalco Water Pretreatment Solutions LLl						
	Water & Sewer Fund	Water	20-20-5210	Lab Testing	57.00	Lab Testing Expense - P.W.
Total for Vendor					57.00	
National Wash Authority						
	Water & Sewer Fund	Water	20-20-5340	Maintenance - Infrastructure	13,600.00	Clean and Presature Wash Water Towers #1 & #3 - P,W,
Total for Vendor					13,600.00	
Northern Illinois University						
	General Fund	Administration	10-10-4510	Training/Conferences	240.00	ILCMA/WCMA 2022 Summer Conference - A Matson
Total for Vendor					240.00	
Northeastern IL Regional Crime Lab						
	General Fund	Police	10-12-5182	Northeast IL Region Crime Lab	22,180.00	Annual Membership and Maintenance - P.D.
Total for Vendor					22,180.00	

AP Treasurer's Report

List of Bills by Vendor

Board Meeting Date:
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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
North East Multi Regional Training Inc						
	General Fund	Police	10-12-4510	Training/Conferences	2,850.00	Annual Membership Fees - P.D.
	General Fund	Police	10-12-4511	K9 Unit	425.00	K-9 Training Course - P.D.
Total for Vendor					3,275.00	
Office Depot						
	General Fund	Community Development	10-11-6140	Office Supplies/Equipment	38.15	Tissues,Office Dusters,Sign Here Stickers,3 Ring Binder - C.D.
	General Fund	Community Development	10-11-6140	Office Supplies/Equipment	50.59	1 Box Jacket File Folders - C.D.
Total for Vendor					88.74	
Pace Analytical Services LLC						
	Water & Sewer Fund	Water	20-20-5210	Lab Testing	230.00	Lab Testing Expense - P.W.
Total for Vendor					230.00	
Paddock Publications Inc						
	General Fund	Escrows	10-98-0677	108 E Mill Ganek	87.40	Public Hearing Notice - 108 E Mill St - C.D.
Total for Vendor					87.40	
James Patterson						
	Water & Sewer Fund	Water	20-20-4510	Training/Conferences	203.38	IDPH Plumbing License Renewal Course - J Patterson - P.W.
Total for Vendor					203.38	
Polydyne Inc						
	Water & Sewer Fund	Sewer	20-21-6180	Treatment Chemicals	1,537.02	Treatment Chemicals - P.W.
Total for Vendor					1,537.02	
Pomps Tire Service Inc						
	General Fund	Marine / Lake Mgmt	10-50-5320	Maintenance - Equipment	491.35	New Tire for Weed Harvester - P.W.
Total for Vendor					491.35	
Pettibone P F and Company						
	General Fund	Police	10-12-4280	Expense Allowance	34.00	2 Police Baseball Caps - K Wich - P.D.
Total for Vendor					34.00	

AP Treasurer's Report

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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Quicket Solutions						
	General Fund	Police	10-12-5132	Software/Licensing	22,700.40	Annual Softwar e Subscription - P.D.
Total for Vendor					22,700.40	
Humberto Reyes						
	Water & Sewer Fund	Sewer	20-21-4280	Expense Allowance	300.00	7 Pr Uniform Jeans - H Reyes - P.W.
Total for Vendor					300.00	
RHMG Engineers Inc						
	Water & Sewer Fund	Capital Projects	20-71-8500	Water/Sewer Capital Projects	396.00	Aerobic Digester 1 & 2 Rehab.
Total for Vendor					396.00	
Russo Power Equipment						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	1,449.99	New Chainsaw - P.W.
Total for Vendor					1,449.99	
SAE Customs Inc						
	Water & Sewer Fund	Water	20-20-5330	Maintenance - Vehicles	225.00	Reapir to Lights on Truck #21 - P.W.
Total for Vendor					225.00	
The Sherwin Williams Company						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	68.20	Paint for Larkdale Crosswalk Curb - P.W.
Total for Vendor					68.20	
Streichers						
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	59.98	2 Pr Tactical Pants - Moyer #152 - P.D.
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	160.00	3 Under Vest Shirts,- Moyer #152 - P.D.
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	49.99	Dress Uniform Shirt - Sek - P.D.
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	425.96	2 Pr Uniform Pants,Holster,Rain Coat,Baton,Belts,Handcuffs- Sek
	General Fund	Police	10-12-4280	Expense Allowance	118.00	Softshell Jacket with Logo Patch - KW #104 - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	68.00	2 Polo Shirts,- Caravia - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	34.00	2 Polo Shirts,- Caravia - P.D.
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	104.97	3 Polo Shirts,Rain Coat,Holster - Sek - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	54.99	3 Under Vest Shirts, 1 Pr Cargo Pants - Wich - P.D.
Total for Vendor					1,075.89	

AP Treasurer's Report

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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Suburban Laboratories Inc						
	Water & Sewer Fund	Sewer	20-21-5210	Lab Testing	1,165.15	Lab Testing Expense - P.W.
Total for Vendor					1,165.15	
The Bank of New York Mellon						
	Debt Service Fund	Debt Service	80-80-7200	2015 GO Ref Bnd - Interest	22,275.00	Lake County GOREfunding Bonds Series 2015 Int.Pmt.
	Water & Sewer Fund	Lake Michigan Water	20-28-7201	2017 GO Bond-Interest	109,500.00	Lake County GOREfunding Bonds Series 2017 Int.Pmt.
	Water & Sewer Fund	Lake Michigan Water	20-28-7205	2021B GO Ref Bnd-Interest	56,550.00	Lake County GOREfunding Bonds 2021B Int.Pmt.
Total for Vendor					188,325.00	
Thelen Materials LLC						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	529.28	Sand/Gravel Delivered - P.W.
	Water & Sewer Fund	Water	20-20-6130	Operating Supplies/Equipment	529.29	Sand/Gravel Delivered - P.W.
Total for Vendor					1,058.57	
Third Millennium Associates Inc						
	Water & Sewer Fund	Water	20-20-5631	Service Fees - Other	475.43	Green Pay Monthly Account Transaction and Server Fees P.W.
	Water & Sewer Fund	Sewer	20-21-5631	Service Fees - Other	475.42	Green Pay Monthly Account Transaction and Server Fees P.W.
Total for Vendor					950.85	
TransUnion Risk and Alternative						
	General Fund	Police	10-12-5631	Service Fees - Other	75.00	Monthly Data/People Search - Mar.2022 - P.D.
Total for Vendor					75.00	
Traffic Control and Protection						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	849.35	3 Pedestrian Signs - P.W.
Total for Vendor					849.35	
United States Postal Service						
	General Fund	Administration	10-10-5521	Village Newsletter	1,502.00	Postage for Village Summer Newsletter
Total for Vendor					1,502.00	

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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
USA Blue Book						
	Water & Sewer Fund	Sewer	20-21-6180	Treatment Chemicals	321.40	Treatment Chemicals - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	38.57	Core Sampler Dipstick - P.W.
	Water & Sewer Fund	Sewer	20-21-6120	Postage	48.62	Freight Charge for Shipping Core Sampler Dipstick - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	99.05	Plastic Ampules for Testing - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	543.48	Petri Dishes,Sterile Cotton Swabs - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-6130	Operating Supplies/Equipment	364.00	Core Dipstick - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	1,225.26	Nitrile Gloves,Gas Used for Gas Detection & Meters - P.W.
Total for Vendor					2,640.38	
VCG Uniform						
	General Fund	Police	10-12-6130	Operating Supplies/Equipment	103.45	1 Pr Tactical Cargo Pants for Marine Unit - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	108.45	2 Shirts,Ball Cap with Police Logo - Abney #126 - P.D.
	General Fund	Police	10-12-4280	Expense Allowance	186.00	2 Pr Tactical Cargo Pants - Johnson #115 - P.D.
Total for Vendor					397.90	
Verizon Wireless						
	Water & Sewer Fund	Water	20-20-5511	Mobile Phones	467.52	Mobile Phones - 3-13 - 4/12/22 - P.W.
	Water & Sewer Fund	Sewer	20-21-5511	Mobile Phones	42.48	Mobile Phones - 3-13 - 4/12/22 - P.W.
	Water & Sewer Fund	Wastewater Collection	20-27-5511	Mobile Phones	337.52	Mobile Phones - 3-13 - 4/12/22 - P.W.
Total for Vendor					847.52	
Victor Ford						
	Water & Sewer Fund	Water	20-20-5330	Maintenance - Vehicles	370.72	Repairs to Truck #25 - P.W.
Total for Vendor					370.72	
Wauconda Chamber Of Commerce						
	General Fund	Administration	10-10-6185	Officials Expense	500.00	Annual Chamber Golf Outing - Mayor,J Barbini,T Howe,N Ferrier
	General Fund	Administration	10-10-6250	Civic Donations	500.00	Annual Chamber Golf Outing - A Matson,Chief,M Reynolds,J Mann
	General Fund	Administration	10-10-6250	Civic Donations	587.50	Annual Chamber Golf Outing - M Reynolds,JMann,J Coulter,JLowe
	General Fund	Administration	10-10-6185	Officials Expense	262.50	Annual Chamber Golf Outing - JKuhn,NFerrier,ACoulter,STurlington
Total for Vendor					1,850.00	
Warehouse Direct Workplace Solutions						
	General Fund	Administration	10-10-6140	Office Supplies/Equipment	56.80	1 Case of Toilet Paper - Admin.
	General Fund	Administration	10-10-6140	Office Supplies/Equipment	109.49	2 Pk Labels,Stapler,Copy Paper,Adding Machine Rolls,Post-It Note
	General Fund	Administration	10-10-6140	Office Supplies/Equipment	109.19	Toner Cartridge - Admin.
Total for Vendor					275.48	

AP Treasurer's Report

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<u>Vendor</u>	<u>Fund</u>	<u>Department</u>	<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>	<u>Item Description</u>
Wauconda School District 118						
	General Fund	Police	10-12-6150	Gasoline & Oil	7,423.31	Fuel Bill - Mar.2022 - P.D.
Total for Vendor					7,423.31	
Wauconda American Legion						
	General Fund	No Department	10-00-3950	Donations - Other	300.00	Wauconda Honors Banner Donation - Suler Ahrev
Total for Vendor					300.00	
Wauconda Boat Inc						
	General Fund	Marine / Lake Mgmt	10-50-5320	Maintenance - Equipment	145.70	Service/Maintenance to Marine Unit #218 - P.D.
Total for Vendor					145.70	
Wauconda Car Wash						
	General Fund	Police	10-12-5330	Maintenance - Vehicles	64.00	16 Car Washes of Police Vehicles
	Water & Sewer Fund	Water	20-20-5330	Maintenance - Vehicles	12.99	Ultimate Car Wash of Village Vehicle - C.D.
Total for Vendor					76.99	
Wickstrom Auto Group						
	General Fund	Police	10-12-5330	Maintenance - Vehicles	259.79	Customer Pay Portion of Warranty Work - Squad #116 P.D.
Total for Vendor					259.79	
Wrap Guyz						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	355.00	Regulatory and Warning Street Signs - P.W.
Total for Vendor					355.00	
Zep Sales and Service						
	General Fund	Public Works - Streets	10-13-6130	Operating Supplies/Equipment	18.64	Brown Paper Towels - P.W.
	Water & Sewer Fund	Water	20-20-6130	Operating Supplies/Equipment	18.65	Brown Paper Towels - P.W.
	Water & Sewer Fund	Sewer	20-21-6130	Operating Supplies/Equipment	18.65	Brown Paper Towels - P.W.
Total for Vendor					55.94	
Report Total:					535,395.78	



**VILLAGE OF WAUCONDA
REGULAR VILLAGE BOARD MEETING MINUTES
101 N. MAIN STREET - WAUCONDA, IL
TUESDAY, MAY 3, 2022 - 6:00 P.M.**

1. CALL TO ORDER

Mayor Sode called the Regular Village Board Meeting to order at 6:00 PM

2. PLEDGE OF ALLEGIANCE

The Posting of the Colors and Pledge of Allegiance were led by Boy Scout Troop 90.

3. ROLL CALL

Upon Roll Call by Clerk Radcliffe, the following Trustees were present:

Trustees Barbini, Howe, Schlick, Shaw, Kuhn and Ferrier.

QUORUM PRESENT

Also present: Allison Matson (Village Administrator), Tom Lyons (Treasurer/Director of Finance), Rudy Magna (Village Attorney), Dave Wermes (Chief of Police), Gregory Anderson (Director of Community Development) and Jacob Mann (Public Works Superintendent).

4. PROCLAMATIONS

A. Mental Health Awareness Month Proclamation

Mayor Sode proclaimed May, 2022 as Mental Health Awareness Month in Wauconda and called upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our Village to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

B. Drinking Water Week Proclamation

Mayor Sode called upon the citizens of our Village to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it, and proclaimed May 1-7, 2022 as Drinking Water Week.

C. National Public Works Week Proclamation

Mayor Sode proclaimed the week May 15–21, 2022 as National Public Works Week urging all citizens to join with representatives of the American Public Works Association and government agencies to pay tribute to our Public Works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

D. Building Safety Month Proclamation

Mayor Sode proclaimed the month of May, 2022 as Building Safety Month. Accordingly, he encourages our citizens to join us as we participate in Building Safety Month.

5. PRESENTATION

A. FBLA State Competitors

Wendy Mills, Wauconda High School’s FBLA Advisor, presented 21 of the WHS FBLA team members. Wendy advised this is her 22nd year with FBLA and she is in her 27th year of teaching. Ms. Mills advised this is their first live FBLA year so they are all really excited. She stated about 55 students participated in State, with 44 qualifying for Nationals, and 38 are going to Chicago for Nationals along with 48 other states, 7 territories, and 5 other countries. Ms. Mills presented her students, ranging from Freshman through Seniors and they each introduced themselves and spoke about their event and what place they took. Events ranged from Computer Problem Solving to Video Coding, as well as Mental Health, FAFSA, Social Media, Publication Design and Marketing and Sales.

Wendy Mills further explained that these students are now going on to the National level which not only means they are representing Wauconda, but are representing the State of Illinois. The kids are aware that most of them have to beat out 150 – 200 teams in order to be able to get into the top 10, to get themselves onstage, but obviously they will be as prepared as much as possible. Ms. Mills stated she was elected to the National Board of the FBLA and will be flying out to western Virginia up to 4 or 5 times a year in an effort to keep things improving for the student experience in FBLA; her term ends in 2024.

Mayor Sode thanked Wendy Mills and the FBLA students, encouraging them to keep up the good work; they represent Wauconda very very well.

6. PUBLIC COMMENT:

Larkdale resident, Russ Shmerl spoke to the Board regarding what he feels is the grave condition of the Larkdale Lagoons due to neglect by the Village of Wauconda, and the residents that live along the shore. He presented to the Board four documents: his letter dated April 1, 2022 to the Director of Public Works, Mike Reynolds, regarding his concerns, a history of the Lagoons that he wrote in March of 2022, a letter from Mayor Eschenbach dated August 21, 1995 to the residents of Larkdale regarding the completion of the first phase of the Village’s Shoreline Restabilization Project, and a study and shoreline stabilization training course summary offered to residents from Hey and Associates, Inc. that was an attachment to Mayor Eschenbach’s letter.

Mr. Shmerl referenced an article that was in the Daily Herald on March 14 regarding privately owned backyard pond, Flint Creek. The push by Lake Barrington officials to secure federal infrastructure funds to clean up Flint Lake is an example of why federal spending needs scrutiny. Please explain to the fine citizens of Kansas, Mississippi or Hawaii that they should help pay up for a small private backyard, man-made pond. This pond is the concern of the housing development that built it and the homeowners who live there and benefit from the higher home values due to the pond, not the taxpayers. Mr. Shmerl stated his opinion is that if Lake Barrington can ask for funds for a privately held pond, surely Wauconda can ask for funds for a Village owned pond through the infrastructure investment and jobs act.

Mayor Sode thanked Mr. Shmerl and asked him to please present his documentation to Village Administrator Matson.

7. APPROVAL OF AGENDA

(Last Ordinance No. was 2022-O-08) (Last Resolution No. was 2022-R-04)

MOTION to Approve the Agenda made by Trustee Ferrier and seconded by Trustee Kuhn.
Ayes 6, Nays 0

MOTION DECLARED CARRIED

8. MOTION TO APPROVE CONSIDERATION OF CONSENT AGENDA BY OMNIBUS VOTE

MOTION to Approve Consideration of Consent Agenda by Omnibus Vote made by Trustee Kuhn and seconded by Trustee Shaw.

Ayes 6, Nays 0

MOTION DECLARED CARRIED

9. CONSENT AGENDA

- A. Approval of the Bills for Payment from April 9, 2022 to April 22, 2022 in the Amount of \$568,661.28
- B. Approval of the Minutes of the April 19, 2022 Regular Village Board Meeting
- C. Approval of the Request from Streamwood High School for the Waiver of the Watercraft Inspection Permit Fee for Participants in the Upstate 8 Conference Fishing Tournament on Bang's Lake on May 13, 2022.

10. MOTION TO APPROVE ITEMS A THROUGH C ON THE CONSENT AGENDA

MOTION to Approve Items A through C on the Consent Agenda made by Trustee Shaw and seconded by Trustee Schlick.

Ayes 6, Nays 0

MOTION DECLARED CARRIED

11. NEW BUSINESS

A. Consideration and Approval of the Following Appointments:

- 1) Director of Human Resources/Risk Management – Allison Matson
- 2) Deputy Liquor Commissioner – Dr. John Barbini
- 3) FOIA Officer – Brendaliz Mak
- 4) Chairman, Plan Commission/Zoning Board of Appeals – Brad Mayer
- 5) Vice-Chairman, Plan Commission/Zoning Board of Appeals – Dave Jakubek
- 6) Commissioner, Board of Fire & Police Commissioners – Mark Kisselburg
- 7) Trustee, Wauconda Police Pension Fund Board – Ron Price
- 8) Director – SWALCO – Tom Shaw
- 9) Alternate – SWALCO – Jeff Sode
- 10) Watershed Development Ordinance Enforcement Officer – Chris Bouchard

MOTION to Approve the Aforesaid Appointments, made by Trustee Schlick and seconded by Trustee Howe.

Ayes 6, Nays 0

MOTION DECLARED CARRIED

B. Consideration and Approval of an Agreement with Kluber Architects for a Maintenance Plan for Various Village Facilities and Public Works Building Assessment

Discussion: Administrator Matson advised this is Phase II of a project that we started. The first phase was an assessment of the general condition of our public buildings and to create a maintenance plan for our Village buildings for the next 5 – 10 years. The second phase is to begin doing the same thing for our Public Works buildings where we will be staying for the long term. Kluber will come in and do a walk through of all of our Public Works buildings to determine the scope of services for the Public Works side of the project. She advised that both of these will be getting started over this summer. Administrator Matson advised it is a total not to exceed amount of \$24,200 that is included in the FY23 Capital Budget. Superintendent Mann confirmed for Trustee Howe, this does include the lift station buildings, and per the Mayor’s request Administrator will confirm a timeline with Kluber.

MOTION to Approve an Agreement with Kluber Architects for a Maintenance Plan for Various Village Facilities and Public Works Building Assessment made by Trustee Howe and seconded by Trustee Barbini.

Ayes 6, Nays 0

MOTION DECLARED CARRIED

12. MAYOR’S REPORT

Mayor Sode advised that today marks his first year as Mayor of Wauconda and thanked the Village Board, directors, Chief, staff and the great residents of Wauconda for all their support. He stated that it has been a fulfilling, fun and eventful year thanks to everyone’s support, and he is looking forward to many years of serving our wonderful community. The Mayor also thanked Clerk Radcliffe and Trustee Kuhn for their service, noting that today also marks their first year on the Village Board.

Mayor Sode thanked all the committee appointees for their continued service to our community, noting that their commitment is not overlooked and is greatly appreciated.

The Mayor congratulated the FBLA team and instructors for their outstanding accomplishments at the State finals, they represented Wauconda well.

Mayor Sode advised that Raúl’s Burrito Express is ready to open any day now, with hopes to open by Cinco d Mayo.

With this being Public Works month, Mayor Sode thanked our Public Works Department for doing a great job keeping the Village infrastructure running, along with all their other obligations. He asked Superintendent Mann to please let the Public Works crew know we appreciate all they do for our Village.

The Mayor shared Matthews Middle School's notable accomplishments:

- The 8th grade basketball team finished in 1st place in the SMSC Conference
- Three wrestlers on the wrestling team qualified for the IESA finals
- Wrestler Nathan Randle finished in first place at the IESA State finals

Lastly, and the Mayor advised most importantly, he wished his wife Patti a Happy Anniversary, noting that this Thursday marks 21 wonderful years.

13. COMMITTEE REPORTS & TRUSTEE COMMENTS

Trustee Barbini began by wishing a Happy Mother's Day to all those who qualify.

He congratulated the FBLA kids, they did a great job. Seeing these students brings back a lot of great memories for him as a school administrator and teacher. He stated that the biggest observation that he can make is that he retired from Wauconda School District 118 as Superintendent 18 years ago, and none of the students before us tonight were even around yet, but they have done a great job over there in developing this program. He stated that Wendy Mills took it from practically nothing into what it is today and has done a wonderful job.

Trustee Barbini stated that three of tonight's Proclamations recognized key Core Village Services. These services are often taken for granted, but without them you can't have a community; the health and safety of a community are totally jeopardized. He echoed the Mayor's remarks in what a great job all the staff in these areas have done to make Wauconda what it is today.

Trustee Howe gave kudos to the wonderful FBLA competitors on another fine showing and wished those that are going on good luck at Nationals.

Trustee Howe thanked his fellow Main Street Businesses for hosting the Mini-Golf Crawl on Saturday, stating it was a terrific event and the weather actually cooperated. It was a good time.

Trustee Howe wished good luck to all the high school anglers who will be enjoying Bang's Lake fishing in a couple of weeks.

Lastly, Trustee Howe gave a special shout-out to our terrific Public Works Department in recognition of Public Works Week, and thanked them for what they do all year long.

Trustee Schlick congratulated all the FBLA young adults for all their success. It's a yearly occurrence that so many come to our meeting to be recognized, and it makes for a truly bright future for our community.

Trustee Schlick also thanked Public Works for cleaning the water tower behind the Wauconda First Station One today, noting it's a huge improvement and he looks forward to the other tower being completed.

Trustee Shaw advised that last week was the Wauconda School District 118 reuse-a-shoe recycling contest and we were successful in collecting 1,764 shoes between the participating

schools.

Trustee Shaw was happy to announce the winner of the shoe contest was the smallest school (population-wise), The Wauconda Grade School.

In continuing the tradition of former Trustee, Chuck Black, regarding these contests, Trustee Shaw relayed some interesting facts:

- The Grade School collected more shoes each day than the other four schools combined.
- The Grade School had 470 shoes on the first day of the contest. That is the single most shoes picked up from any one school on any one day.
- The Grade School has now won the shoe contest four years in a row.
- The Grade School this year had the largest ever winning percentage, with 2.75 shoes collected per student.
- The Grade School had the largest ever winning spread this year by nudging out the Wauconda Middle School by a mere 1,240 shoes.
- The Grade School had the largest ever winning percentage this year by beating the Wauconda Middle School by 2.5 shoes per student.
- On a fun note, Mark Knigge picked up more shoes at the schools between Chuck, Mark, and himself for the week. Mark, on his own, collected 1,384 of the 1,764 shoes. If Chuck was not with Mark to help at the grade school last Monday, the total would have been 1,594 shoes.
- In closing we consider Mark the King of the reuse-a-shoe program and Chuck the Prince. At this point, he thinks we should anoint Principal Debbie Monroe as the Queen since she has pretty much made this contest nothing more than a race for second place.

Trustee Shaw personally thanked the following for their help and assistance in making this contest a great success:

- SWALCO
- Chuck Black for his mentoring and dedication to these contests.
- Jamie Davison from the PTO.
- Jennifer Wolfe, the Administrative Assistant to the Superintendent.
- The grade school for assisting with flyer translations.
- All participating D118 schools and their front office staff.
- Joe and Frank from Public Works, as we could not do this without them.
- Most importantly, he thanked Mark Knigge for the tremendous amount of time and effort he dedicates to these contests and the many other Wauconda events.

Trustee Kuhn gave her thanks to everyone in the room for a great first year, and ditto to what all of her fellow trustees have said this evening on all of our Proclamations and our great services in this town. She also wished the Mayor and his wife a Happy Anniversary.

Trustee Ferrier stated that she reiterates everything that was said before her. She wished everyone a Happy Derby Day on Saturday, advising there are a lot of Derby events in Wauconda

going on at local places. She also wished a Happy Mother's Day to all the mothers in her family, and everyone who mothers. Trustee Ferrier also wished her mother a Happy Birthday on Tuesday, and her son a Happy 18th Birthday on Wednesday.

Lastly, Trustee Ferrier reminded everyone that there is a blood drive at the American Legion on Saturday the 14th, from 8:00 AM – 2:00 PM; appointments are recommended.

14. ADJOURNMENT

MOTION to Adjourn made by Trustee Barbini, and seconded by Trustee Ferrier at 6:40 PM.

Ayes 6, Nays 0

MOTION DECLARED CARRIED

Minutes respectfully submitted by:

Virginia "Gigi" Radcliffe, Village Clerk



CONSENT AGENDA

TO: Mayor Jeff A. Sode and Village Board

FROM: Alise Coulter, Executive Administrative Assistant

ITEM: Street Closure Request for Sailors

Background. The Special Event Policy requires Village Board authorization prior to the closure of arterial or collector roadways. The Wauconda Moose Lodge submitted an application to hold a special event which would require closing a portion of South Maple Avenue on Monday, May 30, 2022 from 1:00 PM to 5:00 PM.

Analysis. The proposed special event will have music and bags tournament. Alcohol is not permitted outside of their pre-existing special outdoor service area. Due to safety concerns and overtime consideration, the Special Event Committee is recommending that the closure begin at 8:00 AM before the Memorial Day Parade and remain closed through 5:00 PM. The application packet from the Wauconda Moose Lodge is attached.



Village of Wauconda Special Event Permit Application



Questions / Completed Form to: **Alise Homola, Village Events Coordinator**
Direct Line: 847-526-9600 ext 112, Direct Fax: 847-526-8809
Email: ahomola@wauconda-il.gov

101 North Main Street
Wauconda, IL 60084

Date of Application: 05/08/22

Permit Number: _____

Type of Event: Block Party Parade Athletic Festival Other Street Closure
 Lake Event / Fishing Tournament Public Assembly

Applicant Information:

Name: Wauconda Moose Lodge Address: 200 s. Maple

Telephone: Day: 847-553-1695 Evening: same Fax: _____ Cellular: 847-553-1695

Email Address: elochmayer@comcast.net

Event Information: *(Please Complete All Applicable Information, Incomplete applications will not be excepted.)*

Name of Event: Memorial Day Sailors Date of Event: May 30, 2022

Location of Event: Wauconda Moose Lodge

Event Sponsor / *(If Different)*: Wauconda Moose Lodge

Event Starts: 1:00pm Ends: 5:00pm Road Closure Starts: 1:00pm Ends: 5:00pm

Road Closure / Blockage: Yes No *(please review Road Closure Policy & submit a site map.)*

Time of Closure / Blockage: Starts: _____ Ends: _____ Are Barricades / Cones needed: Yes No

Person in Charge Day of Event: Name: Ed Lochmayer

Telephone: Day: 847-553-1695 Evening: same Fax: _____ Cellular: same

Email Address: elochmayer@Comcast.net

Route Information: *(Parades / Athletic Events / Public Assembly - Route Map Required)*

Assembly Area: n/a Completion Point: _____

Number of Participants: 60 Estimated Number of Cars: _____

Alcohol Being Served: Yes No Location Being Served: _____

Food Being Served: Yes No Location of Food Preparation: _____

Temporary Structure / Tent Structures On-Site Yes No Does the Tent have Sidewalls: Yes No

Will Heaters be needed: Yes No

Electrical Power needed: Yes No Will You Be Using Portable Generators: Yes No

Will You Have Sound / Amplified Music: Yes No

Will You Be Conducting A Raffle: Yes No *(Yes, Raffle permit required)*

Special Requests / Notes:

After the parade in the morning the Lodge will host the Sailors from the base approx. 60.

~~We plan to set up Bago boards in the street in front of the Lodge as an activity for the Sailors.~~
 weather permitting.

The street closure would be from Mills St. to the first driveway adjacent to our patio.

By signing this document, I agree to the terms and conditions set forth in the Village of Wauconda Special Event Policy.

5/9/22

DATE

Ed LOETTMAYER

Print Name



Signature

Do not write below this line - Official Use Only

Event Notes: (For official use only...)

Permit Distribution / Action:

Date Sent	Recieved	Department / Agency
<input type="checkbox"/>	<input type="checkbox"/>	Village Administration
<input type="checkbox"/>	<input type="checkbox"/>	Fire District
<input type="checkbox"/>	<input type="checkbox"/>	Police Department
<input type="checkbox"/>	<input type="checkbox"/>	Public Works
<input type="checkbox"/>	<input type="checkbox"/>	Building & Zoning
<input type="checkbox"/>	<input type="checkbox"/>	BLAC
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Required	Date	Action
<input type="checkbox"/>	<input type="checkbox"/>	Permit Received Notification
<input type="checkbox"/>	<input type="checkbox"/>	Planning Meeting
<input type="checkbox"/>	<input type="checkbox"/>	Incident Action Plan
<input type="checkbox"/>	<input type="checkbox"/>	On-Site Inspection_____
<input type="checkbox"/>	<input type="checkbox"/>	Health Department Permit
<input type="checkbox"/>	<input type="checkbox"/>	Special Liquor License
<input type="checkbox"/>	<input type="checkbox"/>	Raffle Permit
<input type="checkbox"/>	<input type="checkbox"/>	Board Approval
<input type="checkbox"/>	<input type="checkbox"/>	Requirement Letter Sent
<input type="checkbox"/>	<input type="checkbox"/>	Approval / Denial Sent



CONSENT AGENDA

TO: Mayor Jeff A. Sode and Village Board

FROM: Alise Coulter, Executive Administrative Assistant

ITEM: Street Closure Request for National Night Out (NNO) Event

Background. Every year on the first Tuesday in August, the Wauconda Police Department hosts National Night Out (NNO). This event focuses on promoting safety for all Wauconda residents, preventing crime, participation in local anti-crime programs, as well as strengthening neighborhood spirit and community policing partnerships. Partners of our NNO include the Village of Wauconda Public Works, the Wauconda Fire District, Advocate Good Shepherd, Wauconda Township, and many more.

Analysis. Prior to 2021, this event was held at the Wauconda Park District; however, in an effort to increase community and local business participation, the event was moved to downtown Main Street. Staff believes this central and more visible location attracted additional community members and allowed for Main Street businesses to participate without disrupting their operations.

Recommendation. NNO will be take place from 5:00 p.m. to 8:00 p.m. on Tuesday, August 2, 2022 and would require the closure of Main Street from Route 176 to Bangs Street. Staff is recommending the Village Board approve the closure of Main Street from 4:00 p.m. to 9:00 p.m. in order to allow for setup and cleanup time.



NEW BUSINESS

TO: Mayor Sode and Village Board

FROM: Jacob Mann, Superintendent of Operations

AGENDA ITEM: Consideration and Approval of the Proposal from Terex Utilities Inc for Terex Hi-Ranger Optima TC55 Through the Sourcewell Joint Purchasing Contract

Background: Included in the FY2022/23 approved budget is \$202,392 for the purchase of one (1) replacement boom bucket truck. This purchase replaces truck #28, a 1998 Freightliner Truck assigned to the Streets section. This vehicle helps perform many tasks such as tree trimming and removal, banner installation, decorations on Main St, building repairs, street lighting repairs and maintenance. Truck #28 will be sold at auction later as the lead time for this truck is 18-24 months.

Due to the volatility in the auto/truck market for a variety of factors; such as, COVID-19 related issues, supply chain issues and raw material availability. The replacement of this vehicle is being accomplished through two purchase agreements; one for the cab & chassis (\$83,299.00) and one for aerial boom and bucket equipment (\$160,373). The net cost of both purchases at this time is \$243,672.00. With the unstable lead times, we need to get these orders processed and anticipate additional price increases.

This request is related to the aerial boom and body work to be installed on the 2024 HV607 Chassis.

Analysis: Staff researched suitable sources for the procurement of this vehicle and found the Sourcewell Joint Purchasing Contract offers the boom and bucket body that can be outfitted on a HV607 International flatbed chassis. Sourcewell offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the nation.

Terex Utilities Inc, was awarded the Sourcewell Contract for this aerial boom and body equipment through its competitive bidding process. In accordance with the Sourcewell Contract #110421-TER Reference QU1721, Terex Utilities has quoted the new aerial boom and body work for \$160,373.00 through the Sourcewell Contract.

Recommendation: Approval of the purchase of a new Terex Hi-Ranger Optima TC55 2024 Terex Utilities Inc through the Sourcewell joint purchasing program in accordance with the proposal provided by Terex Utilities Inc for a total price of \$160,373.00 and authorize staff to execute the necessary contracts.



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: **4/5/2022** Sourcewell 2022 Pricing 110421-TER Reference QU17211
Quote Number: QU20139 R(1) Unit: OPTIMA-TC55

Village of Wauconda
302 Slocum Lake Road
Wauconda, Illinois 60084

Attention: Darold Wojciechowski

Baseline Price: **\$160,373**

Trade In Allowance **-\$11,000**

Grand Total Each: **\$149,373**

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360+

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Brady Burghardt
Sales Coordinator

Erik Dahl
Account Manager

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

Terex Trade Appraisal Form

VIN# (last 8): XHB18506	Miles: 27,941.00	Hours: 3143
Truck Manufacturer: Freightliner	Model: FL70	Year: 1998
Engine MFG: _____	Horsepower: _____	Fuel: Diesel
Transmission MFG: _____	Number of Speeds: _____	
GVWR: 33,000	Tire Size: _____	Tire Condition: _____
Drive: <input checked="" type="checkbox"/> 2WD <input type="checkbox"/> 4WD <input type="checkbox"/> 6WD	Body Type: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Air Conditioning: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cruise Control: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Brakes: <input checked="" type="checkbox"/> Air <input type="checkbox"/> Hydraulic
Body Composition: <input type="checkbox"/> Fiberglass <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Aluminum <input type="checkbox"/> Combination		
Overall Condition: _____ Good		

Aerial:

Make: Terex	Model Year: 1999	Serial #: 1990107475
Platform Height: 55	Material Handling: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Bucket Size: _____
Bucket Rotation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Overcenter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current Inspections: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
# of Outriggers & Location: 4	Cab Protector: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Boom Condition: <u>good</u>		

Digger:

Make: _____	Model Year: _____	Serial #: _____
Sheave Height: _____	Auger Size: _____	Two Speed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Upper Controls: <input type="checkbox"/> Yes <input type="checkbox"/> No	Radio Remote: <input type="checkbox"/> Yes <input type="checkbox"/> No	Controls: <input type="checkbox"/> Stand-Up <input type="checkbox"/> Riding Seat
Winch Location: <input type="checkbox"/> Turret <input type="checkbox"/> Boom Tip	# of Outriggers & Location: _____	
Digger Condition: _____		Current Inspections: <input type="checkbox"/> Yes <input type="checkbox"/> No
Notes: _____		

Terex Terms & Conditions 5/31/19

Units Traded are expected to be and remain in good proper running and working order. Any modifications alterations or non-working components Must be noted by owner at the time of appraisal. Any accident or physical damage occurring after appraisal and before Trade turn in must be completely and correctly repaired before Trades will be accepted. Partners Trading equipment Must disclose any safety concerns pertaining to operation of Digger or Aerial. Other items not limited too but including the following.

- * Initial trade value is an estimate only. Final Trade value will be determined prior to pick up and will be based on current unit condition
- * Trades must be properly serviced and road worthy with current DOT Inspections
- * No Broken or damaged Fiberglass boom Components and accessories
- * No Body Damage over \$250.00 Damage over \$250.00 must be noted
- * Broken glass will not be accepted
- * All instruments, gauges and control panels must be in operating condition
- * No holes in cab roof or Structure (from removal of components)
- * Units Must have 50% Matched Tires no recaps
- * Units Must have 50% Brakes
- * Hydraulic Systems must be Free of leaks and operational from all positions, Upper/ lower / Remote Etc.
- * Engine, transmission, rear-ends must be in good working condition with no oil or water leaks, Operation must meet Manufacturers Specifications. NO check engine lights or fault codes, including: check engine, emissions light, ABS, TCS.
- * Exhaust must be in proper condition location and un-altered DEF & DPF Units must be compliant with Service history in the last 100,000 miles Documented.
- * Recalls and safety updates must be complete
- * Units must meet DOT Regulations for Overhang, Bridge, and Width Etc.

Customer Representative _____
Date _____



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

04/05/2022

VILLAGE OF WAUCONDA
302 SLOCUM LAKE ROAD
WAUCONDA, IL 60084
Attention:

Phone:

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger Optima TC55 insulated non-overcenter aerial device providing a working height of 60.0 ft (18.3 m) and a side reach of 42.8 ft (13.0 m).

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Turntable:

* A self locking worm gear rotation drive is provided and equipped with a bi-directional motor.

Continuous & Unrestricted Rotation:

* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
* A minimum 6-channel electric collector ring is also provided.

Hydraulic System:

* Full pressure open center hydraulic system.
* Hydraulic hoses are equipped with permanent type hose fittings.

Miscellaneous:

* A load chart stating actual lifting capacity considering all final options, chassis, body, outriggers, and other fixed equipment with final readings based on completed unit stability is standard.

* All metallic components of the complete aerial device are powder coat white.
* The fiberglass upper boom lower boom insert platforms and covers are white.
* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
* Warning decals are provided with unit.

- 1 The pedestal is designed with access holes for maintenance of hydraulic plumbing.
- 1 Boom with 116 degree lower boom articulation to ground access in the non-overcenter position.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Qty. Description

Upper Boom:

* Filament wound tapered fiberglass boom providing a clear span insulation gap.

Leveling Chain:

Extended life leveling chain.

1 Upper boom rest with a cam type tie down strap.

1 Boom Tip with Hydraulic Platform Rotator:
Upper Controls: "Control-Plus" single stick controller.
* Enable lever must be actuated before operation.

The platform rotator offering 105 degrees of forward rotation.

Platform Leveling:

* Platform leveling control is located at the top controls for ease of personnel rescue and platform debris clean out.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Engine Throttle Advance:

* An automatic two speed engine throttle control is provided and shall advance the engine to a pre-set speed when the single stick enabling lever is engaged and decrease when it is disengaged.

Dual Hydraulic Tool Outlets At Platform With Flow Control:

* Installed at the platform to accommodate two open center hydraulic tools.
* Tools cannot be operated simultaneously.
* Includes port reliefs to limit pressure to 2250 psi.
* Quick disconnect couplers.

Lower Controls:

* Individual control levers are provided and located in an accessible location on the turntable.
* An upper/lower control selector provides override of platform controls.
* Winch control at the lower controls.

Boom Non-Compensation System:

* The upper and lower boom will be articulated independently.
* The upper and lower boom can be operated simultaneously with multi-functioning the Upper Controls: "Control-Plus" single stick controller.

1 Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 KV phase to phase per ANSI/SIA A92.2-2015

1 Demand Throttle Disable:

*Feature disables the Demand Throttle feature so that aerial device runs at low idle speed at all times.

Qty. Description

- 1 Two safety harnesses with lanyard is provided for fall arrest.
- 1 A padded saddle rest provides platform support during road travel.
- 1 Vinyl Platform Cover For 24" x 48" Platform:
* Waterproof with internal elastic cord around edge.

** ALTERED FROM STANDARD **
- 1 Side Mount Platform with Walk-Thru Door
494835
- 1 Platform capacity rated up to 700-lbs and load chart.

** ALTERED FROM STANDARD **
- 1 No Jib
- 1 Auxiliary Let Down for use with Open Center Hydraulics:
* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
*Includes 12 volt electric motor for use on a 12 volt chassis.
Note: This includes a switch for activation at pedestal for electric or air function.
- 1 Terex Advanced Chassis Controller:
* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
* Programmable settings allow installer to customize/select options need for their application.
* Back-up Camera ready.
* Screw terminal-type connections and enclosure to cover connections.
* Recommended on Class 6 and above chassis with multiple outputs
* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

** ALTERED FROM STANDARD **
- 1 35 Gal Hyd Reservoir with filter and temp ship loose
626632
- 1 Subframe constructed with an open center.
- 1 Tie Down Kit.
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Controls For 2-Sets OF Outriggers (Open center systems):
* Recessed at rear of truck each side for ease of view for outrigger placement.

Qty. Description

* Includes switches and alarm for outrigger in motion alarm.

1 Outrigger Interlock:

* To operate the boom the outriggers must be extended.

1 Pump for systems requiring 14 gallons per minute:

*Fixed displacement vane pump providing 6 gallons per minute at 700 engine rpm and 12 gallons per minute at 1400 engine rpm with a 95% pto.

1 American flag displayed on unit.

1 Factory Warranty

** ALTERED FROM STANDARD **

1 .

BODY, INSTALLATION

** BODY INFORMATION **

1 BG 168-Inch Line Body

* As per attached specs

1 Install Aerial Device Over Rear Axle And Install All Associated Components:

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Platform rest, bottom base

1 Power take off with indicator light for automatic transmission.

1 DOT Inspection.

1 Set chassis parameters.

1 Back-up alarm to sound when the vehicle is shifted into reverse.

4 24" x 24" x 1" poly outrigger pads.

* Includes outrigger pad storage.

2 Pendulum style retainer.

4 Rubber wheel chocks with eye bolt.

4 Wheel chock bracket, single for mounting under the body.

1 Grab handles as necessary for 3-point contact.

Qty. Description

- 1 Rubber Belt Step, 8" tall x 12-1/2" wide.
 - * For side of body access

- 1 Access steps to platform from top of body or flatbed floor.
 - * Located at CS above box

- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.

- 2 Anti-sail bracket for mud flaps.
Note: Trim As-Required to fit mud flap.

- 1 Under body mounting kit for a pair of mud flaps.

- 1 Cab guard constructed of tubing and heavy duty expanded metal.
Note: Consists of cab guard, rear module, boom rest mounting bracket and gussets.
Note -Must have either a front bumper winch or channel bumper required for mounting.

- 1 Channel bumper and skirt required for mounting a cab guard.

- 1 Boom rest for Aerial, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.

- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.

- 1 Lighted license plate bracket kit with LED light.

- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.

- 1 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
 - * Locate below cab guard at front CS/SS

- 1 Whelen 2 corner LED, Amber Strobe Light Kit with 4" grommets.
*Wired into On/Off switch in cab.
 - * Locate at rear

- 1 Whelen LED 3.5" White Flash Light. (Pair)
*3 LED Clusters, 10 flash pattern.
 - * To be amber

Qty. Description

- 2 Cab guard strobe mounting.
 - 6 Maxima M84420-B Underbody Work Light
 - * Locate 1 at each outrigger
 - * Locate 1 at pedestal
 - * Locate 1 at talshelfTerex PN: 65369797
 - 1 LED Access Step Light
 - * Locate at CS of side accessTerex PN: 94899/94759
 - 1 Remote engine stop/start OR two speed control from rear of vehicle.
 - * Stop/Start
 - 1 15 ton pintle hook:
 - * Safety chain eyes."Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
 - 1 ICC rear bumper.
 - 1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.
 - 1 Oil tank mounting for external reservoirs.
 - 45 Fill with Hydraulic oil for low temperature use.
 - * Refer to the product maintenance manual for specific type to be used.
 - 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.
 - 1 Pro-Vision backup camera kit:
Note: Camera only, 2.5 inch.
 - * Display on chassis controller
- CHASSIS**
- 1 Customer Supplied Chassis:
 - * Along with the purchase order the customer will be required to include a copy of the chassis specification intended for use and the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional costs may

Qty. Description

be incurred to meet those requirements.

* Terex Utilities, Inc. requires a weight study analysis to insure chassis loading and stability.

* Chassis's delivered to the installation facilities that do not meet minimum specification requirements will be noted at time of delivery and a suggested resolution will be provided back to the customer.

* Reference Terex Customer Furnished Chassis Delivery Policy for additional instructions.

SPECIAL CHARGES

1 Delivery to Customer.

1 First Article Inspection, Factory On-Site

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm; Strobe Light; Wheel Chocks; Outrigger Pads; Truck Grounding Cable;
Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; and Platform Liner.
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
Quotation Number

Lead Time 18 - 24 Months
13458

For the attention of	Brady Burghardt	Name	Chad Noeldner
		Telephone	(605) 884-1023
	Terex		
Customer:	Village of Wauconda	Date	3/15/2022

DESCRIPTION

B&G Bodies Inc. 168" Line Body 46 inches high X 94 inches wide.

18 Inch compartment depth.
58 Inch bed area.
28 Inch top of floor to top of body.
24 Inch horizontal compartment height.
12 Ga Wheel Wells Covers.
16 Ga. Galvanneal body materials.
12 Ga. Hot rolled treadplate floor.
12 Ga. Hot rolled treadplate compartment tops.
Stainless Steel Automotive rotary type door latches.
Stainless steel rod and socket type door hinges.
Chain stops on all doors.
* Spring Retainers on Horizontal Doors
Double Panel Body Doors.
Rubber rolled crown type fenders. **(Ship Loose - No Cutouts)**
LED Rope light compartment lights in all body compartments with Weather Pack Connectors.
* Does not include Boxes or Tailshelf Compartments
* Lights Ship Loose.
Automotive Bulb Type Weatherstripping. **(Ship Loose)**
Front bulk head - Bolt on
Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Streetside Compartmentation:

1st Vertical:

30 Inch open compartment.

2nd Vertical:

30 Inches wide with Three (3) shelves each with adjustable dividers on 4" centers.

3rd Vertical:

30 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.

Horizontal:

54 Inch open compartment.

B&G Bodies, Inc.

2925 9th Ave SW

Watertown SD

Lead Time 18 - 24 Months

Rear Vertical:

24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Hotstick Shelf:

168 Inches long with rear dropdown access door.

Curbside Compartmentation:

1st Vertical:

30 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

2nd Vertical:

30 Inch wide Gripstrut access steps to bed area.

3rd Vertical:

30 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.

Horizontal:

54 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.

Rear Vertical:

24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

Bed Area Box: (Installed)

One (1) - 30" long X 28" high X 58" wide with One (1) top opening treadplate access lid.

- * Lift-up handle installed on front edge of box lid.
- * Equipped with Pad lockable type latch and chain stops
- * Automotive Bulb Type weatherstip installed around top opening - Ship Loose

Chainsaw Box: (Bolt-On / Installed)

One (1) - 48" long X 24" high X 18" wide with One (1) top opening access lid.

- * Lift-up handle installed on front edge of box lid.
- * Equipped with Pad lockable type latch and chain stops
- * Automotive Bulb Type weatherstip installed around top opening - Ship Loose

Subframe Installation:

Install customer supplied subframe, with outriggers.

- * Standard A-Frame Jacks

Tailshelf:

Treadplate tailshelf 24 inches long X Full width of body x 6 inches high with 7-Lamp light bar installed at rear.

Wheel Chock Storage:

Two each side built into body wheelwells.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD

Lead Time 18 - 24 Months

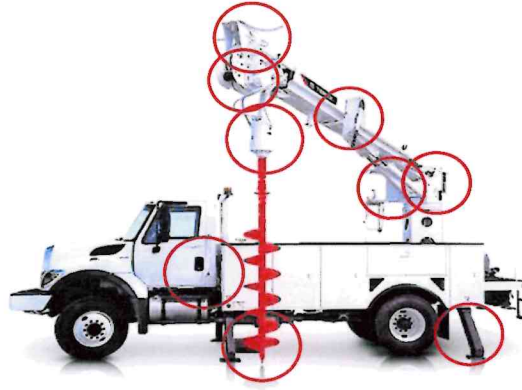
Paint:

Prime Paint Gray, Interior and Exterior.

Optional Items:

Item #1

Finish Paint Body and Inside of compartments Taffeta White.



Fleet Maintenance and Inspection Agreements

Contact us **NOW** for pricing! **1-210-476-7768**

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection	Basic	Silver	Gold	Platinum
(4 Options)	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*			✓	✓

180-Day Inspection	Basic	Silver	Gold
(3 Options)	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

90-Day Inspection	Basic	Silver
(2 Options)	✓	✓
+ Lubrication & Filters*		✓

We come to you!



Or you can come to us!



Get preferential travel rates by including your entire fleet!

*** Be sure to select your preferred inspection level to be quoted.*

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



**Terex recommends selecting to comply with ANSI/OSHA requirements.*

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Preventive Maintenance and Inspection Program



TC55 ▼ OPTIMA TC Series Articulating Aerial Device

5 ▼ = number of years of preventive maintenance service in the quote
 1 ▼ = quantity of units to include in the quote

- Include field service travel time (otherwise units will be serviced at a branch)
 Please indicate customer location: East of Colorado Mountains ▼
- Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.* <i>* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i>	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant	- Yearly visual inspection and operational test of all critical components. - Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty - 90 day, 180 day, and 270 day inspection and preventive maintenance - Replacement hydraulic oil filters and lubricant - 5 years preventive maintenance - Removal and inspection of leveling chains and insulator rods** <i>** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.</i>	Package includes: See custom package configurator
Standard service price: \$4,300 Your package price: \$3,723 You save: \$577	Standard service price: \$6,477 Your package price: \$5,609 You save: \$869	Standard service price: \$17,127 Your package price: \$14,830 You save: \$2,297	Standard service price: \$17,127 Your package price: \$14,830 You save: \$2,297	Standard service price: \$10,777 Your package price: \$9,332 You save: \$1,445

Select your package: Basic (customer declines, among others, torque check of critical fasteners)
 Silver Gold Platinum Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

OPTIMA TC Series Articulating Aerial Device



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- 90 Days (360 Hours)
- 180 Days (720 Hours)
- 270 Days (1,080 Hours)
- 12 Months (1,050 Hours)
- Dielectric Test (Yearly)
- 5 Years (5,250 Hours) Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

Include field service travel time

Please indicate customer location:

Custom	
Standard service price:	\$10,777
Your package price:	\$9,332
You save:	\$1,445

Visit us at TEREX.com

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$120.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$3,723; for the Silver Package: \$5,609; for the Gold Package: \$14,830; for the Platinum Package: \$14,830; for the Custom Package: \$9,332; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: TC55

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a) For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b) For Parts:

- (i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;
- (ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and
- (iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c) For Services:

- (i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;
- (ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and
- (iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



Terex Utilities Customer Furnished Chassis Delivery Policy

Delivery of customer supplied chassis from a dealership of the customer's choice shall be held to the same delivery procedure utilized by Terex Utilities' preferred chassis dealers, not limited too but including the following.

Confirmation of delivery should be made a minimum of 24 hours prior to anticipated delivery.

Contact at Terex Utilities is Paul Guderian, 605-884-3886, paul.guderian@terex.com.

For planning purposes, times available for delivery of cab & chassis are:

7:00am – 4:00pm Monday thru Thursday

7:00am – 11:00am Friday

Occasional Corporate Holidays (10) and/or plant shutdown(s) will override these days and times.

Delivery location:

Terex
3140 – 15th Avenue SE
Watertown, SD 57201

Expected chassis condition upon delivery:

Washed – at least evaluated to ensure ability to inspect for paint chips, rock chips in glass, leaking seals, etc.

Fueled – minimum acceptable fuel level will be where no fuel lights are lit.

Free from codes/dash lights.

No flat tires.

Free from engine, transmission or transfer case leaks.

Chassis undecking is not available at Terex. If needed, this will need to be coordinated by delivery service with local agencies (contact info can be provided).



NEW BUSINESS

TO: Mayor Sode and Village Board

FROM: Jacob Mann, Superintendent of Operations

AGENDA ITEM: Consideration to Approve the Proposal from Rush Truck Center for 2024 Flatbed Chassis Through the State of Illinois (CMS) Joint Bidding Contract

Background. Included in the FY2022/23 approved budget is \$202,392 for the purchase of one (1) replacement boom bucket truck. This purchase replaces truck #28, a 1998 Freightliner Truck assigned to the streets section. This vehicle helps perform many tasks such as tree trimming and removal, banner installation, decorations on Main St, building repairs, street lighting repairs and maintenance. Truck #28 will be sold at auction later as the lead time for this truck is 18-24 months.

Due to the volatility in the auto/truck market for a variety of factors; such as, COVID-19 related issues, supply chain issues and raw material availability. The replacement of this vehicle is being accomplished through two purchase agreements; one for the flatbed chassis (\$83,299.00) and one for aerial boom and bucket equipment (\$160,373). The net cost of both purchases is \$243,672.00. With the unstable lead times, we need to get these orders processed and anticipate additional price increases.

This request is related to the flatbed chassis purchase. A second agenda item will be presented for the aerial boom and bucket equipment through a separate vendor.

Analysis. Staff researched suitable sources for the procurement of this vehicle and found the State of Illinois (CMS) Joint Bidding Contract offers a 2024 flatbed chassis. CMS offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the State of Illinois.

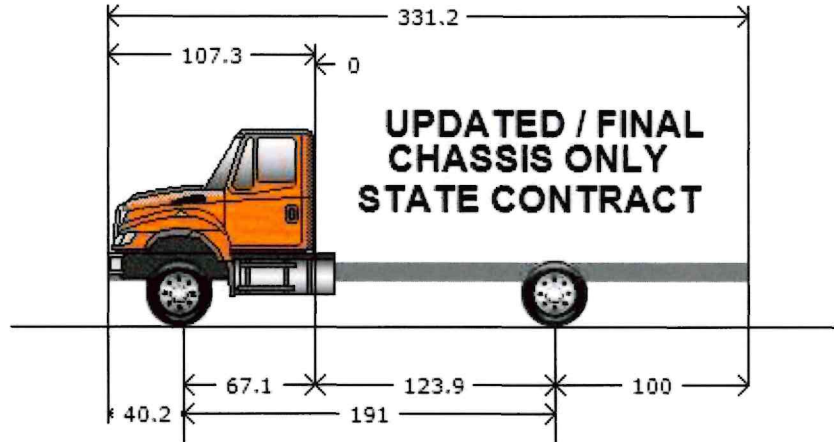
Rush Truck Center was awarded the State Bid Contract for this truck through its competitive bidding process. In accordance with the State Bid Contract #19416CMS-BOSS4-P-8607, Rush Truck Center has quoted the new flatbed chassis for \$83,299.00 through the State Bid Contract.

Recommendation. Approval of the purchase of a new 2024 International flatbed chassis truck from Rush Truck Center through the State of Illinois (CMS) joint purchasing program in accordance with the proposal provided by Rush Truck Center for a total price of \$83,299.00 and authorize staff to execute the necessary contracts.

Prepared For:
 VILLAGE OF WAUCONDA
 DAROLD WOJCIECHOWSKI
 302 Slocum Lake Rd.
 Wauconda, IL 60084-1710
 (847)526 - 9610
 Reference ID: STATE Flatbed

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 35000. Calc. GVWR: 34220. Calc. GCWR: 55000
DIMENSION:	Wheelbase: 191.00, CA: 123.90, Axle to Frame: 100.00
ENGINE, DIESEL:	{Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 208WL Location 1: 0311, Omaha Orange (Std) Location 2: 0011, Blk Non Ref (Nrf) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 191.00 Wheelbase, 123.90 CA, and 100.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

CROSSMEMBER, REAR, AF (1)

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 189" (480cm) Through and Including 256" (650cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiIn

SLACK ADJUSTERS, FRONT {Gunite} Automatic

SLACK ADJUSTERS, REAR {Gunite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

Description

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Two Tone, Design 208.

PAINT, NON-REFLECTING Non-Reflecting Paint

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

Description

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL TANK STRAPS Bright Finish Stainless Steel

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

Description

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

ARM REST, RIGHT, DRIVER SEAT

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

Cab schematic 208WL

Location 1: 0311, Omaha Orange (Std)

Location 2: 0011, Blk Non Ref (Nrf)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied Equipment**Description****Goods Purchased****Description**

MUNICIPAL LICENSE PLATES & TITLE FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$83,299.00

ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY SURCHARGES

Approved by Seller:

SALES REPRESENTATIVE 04-04-2022

Official Title and Date

David Mueller

Authorized Signature

Accepted by Purchaser:

VILLAGE OF WAUCONDA

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



NEW BUSINESS

TO: Mayor Sode and Village Board

FROM: Mike Reynolds, Interim Director of Public Works

AGENDA ITEM: Consideration to Approve the Proposal from Rush Truck Center for the Purchase a 2024 International 5-Ton Dump Truck Snow Plow through the State of Illinois (CMS) Joint Bidding Contract

Background. Included in the FY2022/23 approved budget is \$209,500 for the purchase of one (1) replacement 5-ton dump truck with wing plow and related snow & ice control equipment. This purchase replaces truck #9, a 1996 International 5-ton dump truck assigned to the Streets section and was used for forestry and snow & ice control operations. Truck #9 will be sold at auction at a later date. Expected arrival date of the new wing plow truck is winter 2023.

Analysis. Staff researched suitable sources for the procurement of this vehicle and found the State of Illinois (CMS) Joint Bidding Contract offers a 2024 Cab & Chassis. CMS offers a multitude of cooperatively contracted products, equipment and service opportunities to education and government entities throughout the State of Illinois. Rush Truck Center was awarded the State Bid Contract for this truck through its competitive bidding process. In accordance with the State Bid Contract #19-416CMS-BOSS4-P-8607, Rush Truck Center has quoted a price of \$215,172.00 through the State Bid Contract. Rush Truck Center will equip the truck with Monroe brand snow and ice removal material. Monroe brand equipment keeps the snow and ice removal fleet consistent.

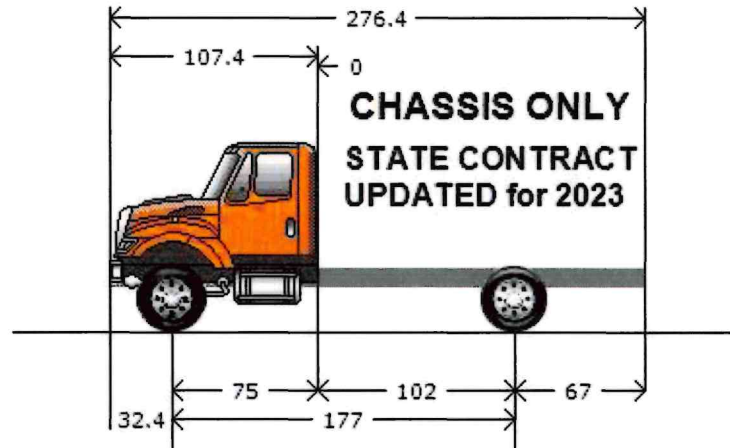
Due to the volatility in the auto/truck market for a variety of factors; such as, COVID-19 related issues, supply chain issues and raw material availability, the replacement of this vehicle cost has gone up since budgetary prices were obtained in February 2022. Recent cost increases on both the chassis and snow removal equipment have increased costs over the budgeted amount. With the unstable lead times, we need to get these orders processed and anticipate additional price increases.

Recommendation. Approval of the purchase of a new 2024 International Cab & Chassis Truck outfitted with Monroe snow and ice removal equipment from Rush Truck Center through the State of Illinois (CMS) joint purchasing program in accordance with the proposal provided by Rush Truck Center for a total price of \$215,172.00 and authorize staff to execute the necessary contracts.

Prepared For:
 VILLAGE OF WAUCONDA
 DAROLD WOJCIECHOWSKI
 302 Slocum Lake Rd.
 Wauconda, IL 60084-1710
 (847)526 - 9610
 Reference ID: STATE CONTRACT

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 33000. Calc. GVWR: 39000. Calc. GCWR: 80000
DIMENSION:	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 67.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 208WK Location 1: 0311, Omaha Orange (Std) Location 2: 0011, Blk Non Ref (Nrf) Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 67.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity

SHOCK ABSORBERS, FRONT

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, REAR {Meritor 16.5X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle

BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

Description

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

JUMP START STUD Remote Mounted

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Two Tone, Design 208.

PAINT, NON-REFLECTING Non-Reflecting Paint

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

SPECIAL DELIVERY REQUESTED Do not Use for Lead Truck, Must be Towed or Hauled

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

Description

ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL TANK STRAPS Bright Finish Stainless Steel

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

Description

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

ARM REST, RIGHT, DRIVER SEAT

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

Cab schematic 208WK

Location 1: 0311, Omaha Orange (Std)

Location 2: 0011, Blk Non Ref (Nrf)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied Equipment

Description

Goods Purchased

Description

(US DOLLAR)

Description

Price

Net Sales Price:

\$86,275.00

.
. .
ABOVE FIGURE IS FOR CHASSIS ONLY (Does NOT include body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY SURCHARGES

Approved by Seller:

Accepted by Purchaser:

SALES REPRESENTATIVE 04-04-2022

VILLAGE OF WAUCONDA

Official Title and Date

Firm or Business Name

David Mueller

Authorized Signature

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Rush Truck Center, Springfield

3441 Gatlin Dr
 Springfield, IL 62707
 (217) 523-5631

Retail Sales Order

rushtruckcenters.com

SALES ORDER		Date 04/26/2022	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		VILLAGE OF WAUCONDA Customer's Name 302 SLOCUMLAKE ROAD WAUCONDA IL 60084	
Make International Year 2024 Color ORANGE	Series HV507 Body Type CHASSIS ONLY Trim STANDARD	Street City WAUCONDA State IL Zip (847) 526-9610	Federal Tax ID # Business Phone Fax
Serial # Stock # To be delivered on or about	Purchaser's Name Street City State Zip Federal Tax ID # Business Phone Fax David Mueller By Salesman		
STATE CONTRACT # 19-416CMS-BOSS4-P-8607 WAS USED TO PRICE THE FOLLOWING EQUIPMENT TRUCK CHASSIS SPECIFICATIONS AS LISTED IN SALES PROPOSAL # 16017 DATED 04/04/2022 BODY & MOUNTED EQUIPMENT AS LISTED IN MONROE TRUCK EQUIP. QUOTE # 9TRR002522 DATED 04-19-2022		Truck Will be Titled in <u>Lake</u> County.	
Sales Price 214,845.00 Factory Paid F.E.T. 0.00 F.E.T. Tire Credit 0.00 Total Factory Paid F.E.T. 0.00 Optional Extended Warranties 0.00 Sub-Total 214,845.00		LIENHOLDER INFORMATION Date of Lien Lien Holder Draft Through	
Dealer Paid F.E.T. * 0.00 Local Taxes 0.00 License, Transfer, Title, Registration Fee 163.00 Documentary Fee 164.00 Total Cash Delivered Price 215,172.00 Total Down Payment 0.00 Unpaid Cash Balance Due on Delivery 215,172.00		Manufacturer Rebate Total Used Vehicle Allowance * 0.00 Less Total Balance Owed 0.00 Total Net Allowance on Used Vehicle(s) 0.00 Deposit or Credit Balance 0.00 Cash with Order 0.00 ←----- *See Trade-in details on page 4	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW. The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature _____ Date David Mueller 04-26-2022 OFFER RECEIVED BY: SALES REPRESENTATIVE Date	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		OFFER ACCEPTED BY: _____ Date AUTHORIZED REPRESENTATIVE Date	



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

Retail Sales Order

rushtruckcenters.com

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

NEW BUSINESS

TO: Mayor Sode and Board of Trustees

FROM: Gregory J Anderson, AICP, MBA

AGENDA ITEM: FAÇADE IMPROVEMENT - 314 West Liberty Street (IL-176)

Background.

Grant #21-06, Yamon Properties LLC is a small investment group that has chosen the Village of Wauconda for their future investments into the redevelopment of several properties along West Liberty Street (IL-176). The first of their properties is the 314 W. Liberty Street property consisting of a two-unit commercial property, now home of Hair Solutions (314) and Burrito Express (316).

Analysis.

Yamon Properties LLC has invested \$193,570.98 for the property know as 314 - 316 West Liberty Street as demonstrated in the attached detail sheets pulled from their application for “tax increment financing” funding. The Village staff has reviewed the TIF application and determined that this redevelopment project has more eligibility under the newly created Façade Improvement Program (FIP) than funding from the TIF District.

The list of eligible elements are found on page 3 of 7 in the Façade Improvement Guidelines within the attached document. The List of Improvements and the eligible items were as follows: Demo Mansard Roof, Exterior Renovations, New Parking Lot, Exterior Steel Doors, Store Front Double Doors, and Exterior Brick Work for a total reimbursement, based upon percentages, of \$20,369.01.

Due to COVID, transition from one Village Administrator to another and TIF District eligibility, this application was placed on hold and requires a waiver of the policy and procedure adopted by the Village; whereas “Excluded improvement elements or activities are as follows: construction commenced prior to façade improvement approval date”.

Village Staff Recommendation.

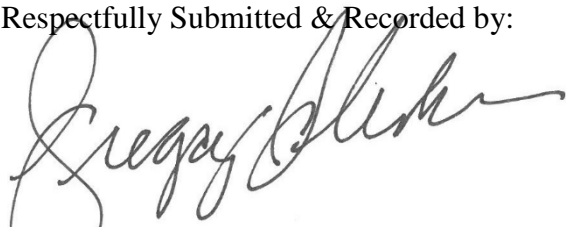
The Village Administrative staff supports the waiver due to the above conditions cited and, therefore, makes a formal recommendation to issue a reimbursement to Yamon Properties LLC for their redevelopment plans for 314 & 316 West Liberty Street in the amount not to exceed \$20,369.01 (See attached Summary Chart).

Economic Development Commission Recommendation.

Upon presentation by Village Administrative staff the Commission has forwarded a favorable recommendation for approval of a waiver of policy to allow for the applicant, Yamon Properties

LLC, to utilize Façade Improvement Grant monies and issue a reimbursement in an amount not to exceed \$20,369.01 per the attached Summary Chart and supporting documentation. Upon a voice vote by those members present, all in favor, (8-0-1 absent), motion carried.

Respectfully Submitted & Recorded by:

A handwritten signature in black ink, appearing to read "Gregory J. Anderson". The signature is fluid and cursive, with a large initial "G" and a long, sweeping tail.

Gregory J Anderson, AICP, MBA
Director of Community Development
Vice Chairman of EDC

Date: May 11th 2022

BEFORE



AFTER (May 6th 2022)



SUMMARY OF EXPENSES FOR REIMBURSEMENT			
	Total Expenses	Eligible For:	Total Expenses
New Roof	\$ 42,968.00	0%	\$ -
Demo Mansard Roof	\$ 5,800.00	25%	\$ 1,450.00
Exterior Renovations	\$ 30,607.00	25%	\$ 7,651.75
New Parking Lot	\$ 58,900.00	15%	\$ 8,835.00
2 HVAC Units	\$ 30,000.00	0%	\$ -
Exterior Steel Doors	\$ 3,900.00	25%	\$ 975.00
Tree Removal	\$ 250.00	0%	\$ -
Store Fornt Double Doors	\$ 4,579.03	25%	\$ 1,144.76
Exterior Brick Work	\$ 1,250.00	25%	\$ 312.50
Permits	\$ 511.00	0%	\$ -
Sentry Security	\$ 125.00	0%	\$ -
Fire Alarm & Inspection	\$ 225.00	0%	\$ -
Fire Alarm System	\$ 14,375.00	0%	\$ -
Fire Alarm Monitoring Service And Inspection			\$ - \$ -
Test Maintenance Report	\$ 80.95	0%	\$ -
Total	\$ 193,570.98		\$ 20,369.01

NEW BUSINESS

TO: Mayor Jeff A. Sode and Village Board

FROM: Alise Coulter, Executive Administrative Assistant

ITEM: Approval of a Contract with Priority One Janitorial Services

Background. In 2021, Village staff decided not to renew the janitorial contract with Extreme Maintenance. The service was not meeting the standards set forth in the contract, therefore, a letter of intent to terminate the contract was sent to Extreme Maintenance. According to the contract, Extreme Maintenance would continue to provide services for 30 days from receipt of the letter; however, upon receipt they informed staff that they would not be returning. In anticipation that this situation could happen, Chief Wermes approached Gloria Maids, the current janitorial vendor for the Police Department, to fill in until the end of the fiscal year.

Analysis. Staff contacted LACOSTA Facility Support Services, Happy Maids, Priority One Janitorial Services, All-Brite Janitorial Service and AA Cleaning Service, Inc. Aside from Gloria Maids, Priority One Janitorial Services was the only company that submitted a quote.

Priority One Janitorial Services has over 35 years of experience in the commercial, professional, and manufacturing janitorial industries. All cleaning personnel are professionally trained and will be equipped with picture ID badges when onsite. A Field Supervisor will conduct quality control inspections to ensure quality service.

Recommendation. Staff is recommending that the Board approve a one-year contract with Priority One Janitorial Services for an amount not-to-exceed \$21,480.00 for the janitorial services at Village Hall, Community Development, Public Works and the Citizen's Activity Center.



Presents

A Maintenance Service Proposal

For

VILLAGE OF WAUCONDA

March 8, 2022



**Ms. Alise Homola
Village of Wauconda
101 N. Main Street
Wauconda, Illinois 60084**

March 8, 2022

Dear Ms. Alise Homola:

Thank you for allowing Priority One Janitorial Services the opportunity to provide you with first class janitorial services.

I have assembled a complete detailed proposal for your review, along with a list of specialty services Priority One Janitorial Services has to offer.

I am confident that this proposal will assist you in selecting the right company for your cleaning needs and we would be honored in partnering with you.

Sincerely,

**Greg M. Hitzeman
Vice President of Sales
PRIORITY ONE JANITORIAL SERVICES**

INTRODUCING PRIORITY ONE JANITORIAL SERVICES

OUR STORY

Priority One Janitorial Services has over 35 years of successful experience in the commercial, professional, and manufacturing janitorial industries. We have been providing exceptional janitorial services to the following counties of Illinois; Cook, DuPage, Kane, Lake, McHenry, and Will.

PERSONAL TOUCH

Priority One Janitorial Services has achieved a leadership role within the janitorial service industry by providing a personal service to our clients and their facilities. We provide consistent first-class services.

SERVICE PLANS

We offer flexible cleaning service schedules and provide janitorial services to many business facilities. Organizations such as banks, manufacturing plants, corporate headquarters, commercial offices, professional offices, libraries, health clubs, medical facilities, and schools. We also provide a variety of specialty services that are obtained upon request for an even more customized service.

PERSONNEL

All cleaning personnel are professionally trained through comprehensive seminars and skillful hands-on training. All personnel are equipped with picture ID badges and professional attire. Our cleaning personnel are provided with all new equipment, supplies and cleaning products to complete the sanitation process of all our customer facilities.

RELIABLE QUALITY CONTROL

All client's facilities are assigned a senior executive, account executive and field supervisor to assure we are providing you top quality service.

LONG TERM RELATIONSHIPS

Priority One Janitorial Services manages our customer relationships with an open line of communication. All communications received from our clients are professionally addressed the same day. We pride ourselves on rectifying all requests or concerns within a 24-hour period.

**MAINTENANCE SPECIFICATIONS FOR VILLAGE
OF WAUCONDA 101 N. MAIN STREET,
WAUCONDA, ILLINOIS 60084**

**A. MAIN LOBBIES, GENERAL AND PRIVATE
OFFICES, BOARDROOM, CONFERENCE
ROOMS, AND COPY ROOM**

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Empty all trash receptacles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Replace trash can liners (client provided).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Replace trash can liners (Priority 1 Janitorial Services will provide and invoice per price agreement).	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dust and clean all table tops.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Completely sanitize desk tops if unobstructed or when desk request card is present.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Completely low dust all horizontal surfaces to hand height including sills and ledges.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Completely high dust above hand height all horizontal surfaces including picture frames, partition tops, shelves, and ledges.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Spot Clean lobby reception glass.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Clean entire lobby glass doors - both sides.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Spot clean interior glass in doors and partitions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Eliminate smudges and finger prints from light switches, push and kick plates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Completely vacuum fabric chairs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Sanitize interior and exterior of all trash receptacles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Completely dust all horizontal blinds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Vacuum and damp wipe all ceiling diffuser outlets.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Sanitize telephones.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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¹⁷ Sanitize counter tops.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
¹⁸ Sanitize drinking fountains.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. RESTROOMS

	<input checked="" type="checkbox"/> General Office	<input checked="" type="checkbox"/> Unisex							
	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Locker Rooms	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Sanitize all chrome components.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sanitize all restroom fixtures including urinals, toilet bowls, and sinks.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanitize all toilet seats.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Clean glass mirrors.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Sanitize all showers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Empty all trash receptacles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Replace trash can liners (client Provided).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Replace trash can liners (Priority 1 Janitorial will provide and invoice per price agreement).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Empty and sanitize all sanitary containers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Dust tops of all lockers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Sanitize all exterior of lockers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Dust tops of partition stalls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Eliminate smudges and fingerprints from partition stalls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Sanitize all partition stalls.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Sanitize partions adjacent to urinals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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16. Eliminate smudges and fingerprints from light switches, push and kick plates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Eliminate scattered splashes and spots from walls adjacent to towel dispensers and sinks.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Vacuum and damp wipe all ceiling diffuser outlets.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Completely mop all tiled floor areas utilizing a sanitation disinfectant. Mops, buckets and wringers will be appointed to restroom use only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Restore the following products within the designated dispensers; sanitary napkins, toilet tissue, facial tissue, toilet seat covers, hand towels, and hand soap (client provided).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Restore the following products within the designated dispensers; sanitary napkins, toilet tissue, facial tissue, toilet seat covers, hand towels, and hand soap (Priority 1 Janitorial Services will provide and invoice per price agreement).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Completely dust all tables and chairs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. DINING AREAS

Coffee Station

Vending

Lunchroom

Plant Lunchroom

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As-Required
1. Sanitize tables and chairs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sanitize countertops and sink.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Clean coffee pots. Public works only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Completely low dust all horizontal surfaces to hand height including sills and ledges.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Completely high dust above hand height all horizontal surfaces including picture frames, partition tops, shelves, and ledges.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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6. Eliminate smudges and fingerprints from light switches, push and kick plates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Sanitize interior and exterior of all trash receptacles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Empty all trash receptacles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Replace trash can liners (client provided).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Replace trash can liners (Priority 1 Janitorial Services Company will provide and invoice per price agreement).	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Sanitize refrigerator door.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Sanitize interior and exterior of microwave.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Spot clean interior partition glass within partitions and doors.	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Sanitize interior of refrigerator.	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. FLOOR MAINTENANCE

- Terrazzo Quarry Mondo
 Ceramic Marble VCT
 Epoxy Cement

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Completely dust mop or sweep all floor areas.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Completely damp mop all floor areas.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Spray buff all tiled floors utilizing a high speed burnisher machine where applicable.	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Machine strip and refinish all tiled floors where applicable.	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Machine strip and refinish all tiled floors for an additional cost of \$ per occurrence.	<input type="checkbox"/>	<input type="checkbox"/>	na	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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E. CARPET MAINTENANCE

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Completely Vacuum open areas including track off mats.	<input type="checkbox"/>	<input checked="" type="checkbox" value="2X"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Detail vacuum all areas.	<input type="checkbox"/>	<input checked="" type="checkbox" value="X"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Inspect for carpet spots throughout the facility and remove if possible.	<input type="checkbox"/>	<input checked="" type="checkbox" value="2X"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Pre-spot and steam extract all carpeted areas.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Pre-spot and steam extract all carpeted areas for an additional cost of \$ per occurrence.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F. LIGHT FIXTURE MAINTENANCE

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Completely clean light fixtures.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Re-lamp light fixtures when tubes or bulbs have expired.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G. EXTERIOR WINDOWS AND INTERIOR PARTITION GLASS

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Completely wash interior and exterior windows.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Completely wash interior and exterior windows for an additional cost of \$ per occurrence.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Spot clean interior partition glass.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox" value="X"/>
4. Completely wash interior partition glass.	<input type="checkbox"/>	<input type="checkbox" value="na"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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5. Completely wash interior partition glass for an na
additional cost of \$ per occurrence.

H. STAIRWELLS AND ELEVATOR CABS

Common Area Stairwells

Elevator

Service Elevator

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Clean and sanitize elevator cab.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 2X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Vacuum carpeted stairwell.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 2X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sweep stairwell.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 2X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Damp mop stairwell.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 1X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Completely sanitize stairwell handrails.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 1X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I. ADDITIONAL SERVICES

	Daily	Weekly	Monthly	Quarterly	Semi-Annual	Annual	As Required
1. Maintain clean and organized janitor closets throughout the facility.	<input type="checkbox"/>	<input checked="" type="checkbox"/> 2X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PROPOSAL FOR VILLAGE OF WAUCONDA
101 N. MAIN STREET, WAUCONDA, ILLINOIS 60084**

March 8, 2022

We are pleased to have the opportunity of submitting our quotation as follows:

Provide two days per week service on Wednesdays and Fridays to the following facilities: Village Hall, Community Development, CAC, and Public Works. CAC first floor and Water Plant will receive weekly service on Fridays. Quotation is based on the enclosed specifications.

TOTAL MONTHLY QUOTATION: \$1790.00

PRIORITY ONE JANITORIAL SERVICES PERSONNEL

- All cleaning personnel are equipped with picture identification card and professional attire.**
- Our staff is trained to abide by their work schedules and are forbidden to open drawers, operate any phones or rearrange desktops. Personnel will behave in a decorum revealing best security practices, nobility, and the greatest concern for our customer's interest.**



PRIORITY ONE JANITORIAL SERVICES APPROACH TO RECTIFYING REQUESTS AND CONCERNS

Priority One Janitorial Services manages our customer relationships with an open line of communication. Customers are never directed to a customer service department. All concerns or requests will be addressed by the Vice President or Account Executive. We pride ourselves on rectifying all requests or concerns within a 24-hour period.

For the program to be successful it is essential and important to have our executive staff make physical monthly inspections of your facility and the Field Supervisor make weekly inspections. Effective communications will result in a more organized and productive cleaning program.

START-UP PROGRAM

- 1. Confirm start date.**
- 2. Obtain signature on contract.**
- 3. Proof of Insurance.**
- 4. Assign an Account Representative.**
- 5. Contact client for visits.**
- 6. Site inspection with:**
 - a. Vice President, Account Executive, Field Supervisor**
 - b. Area Supervisor and Night Supervisor**
- 7. Review cleaning specifications, security procedures, and cleaning time requirements.**
- 8. Review personnel requirements.**
- 9. Review cleaning supplies and new equipment.**
- 10. Follow up visit by visit by President and Account Executive after first night of service.**
- 11. On first week of service, frequent follow-ups to confirm quality. Thereafter, reoccurring physical inspections will occur by President and Account Executive throughout the terms of the contract.**

Specialty Services

- **Post Construction cleaning**
- **Ultrasonic blind cleaning**
- **Parking lot cleaning**
- **Tiled floor refinishing**
- **Restroom sanitation programs**
- **Wall washing**
- **Pressure washing programs**
- **Warehouse ceiling cleaning**
- **Fabric furniture cleaning**
- **Green cleaning programs**
- **Carpet cleaning programs**
- **Commercial and industrial equipment cleaning**
- **24-hour emergency cleaning services**
- **Concrete floor maintenance and refinishing**
- **Acoustical ceiling tile cleaning**
- **Window and skylight cleaning**

Service Contract Agreement

This service contract agreement will be made between the following two parties. Priority 1 Janitorial Services & Maintenance, LLC hereinafter known as "Priority 1" and Village of Wauconda hereinafter known as "Customer" on March 8, 2022. Priority 1 with its principal place of business located at 25679 Hillview Ct, Mundelein, IL 60060, and Customer with its principal place of business located at 101 N. Main Street, Wauconda, Illinois 60084.

Whereas Customer wishes to utilize the services of Priority 1 and Priority 1 wishes to provide service for Customer, the parties mutually agree as follows.

- 1. Priority 1 will provide all the necessary cleaning personnel and field supervision necessary in adequate quantity to clean and maintain Customer's facility located at facility address in accordance with the enclosed specifications.**
- 2. Priority 1 will provide evidence of workers compensation and public liability insurance upon request by Customer.**
- 3. The monthly quotation for services rendered, based on the enclosed specifications, would be One Thousand Seven Hundred Ninety Dollars (\$1,790.00) per month for a twelve (12) month period. This service contract maybe terminated by either party by giving written thirty (30) day notice of cancellation by certified mail.**
- 4. The contract price is on performing cleaning services based on enclosed specifications and under normal occupancy conditions. Anytime the facility under-goes periods of renovation, construction, or other unusual events which requires additional time for cleaning, Priority 1 may require supplementary compensation for the additional work. Additional charges will be mutually agreed to by Customer and Priority 1.**

5. All invoicing will be itemized according to monthly work provided or based on requested special services outside the service contract. Invoicing will be issued the 1st of each month and payable at the end of the month services are rendered. After fifteen (15) days, unpaid amounts shall accrue interest at the rate of 1.75 per month. If Priority 1 has referred to an attorney or agency for collection, costs of collection and reasonable attorney's fees shall be recoverable by Priority 1.

6. Priority 1 will accommodate payment of invoicing and other amounts due in the form of cash or check.

7. Priority 1 shall make reasonable and prompt restitution by replacement or repairs, subject to the approval of Customer, covering any damage for which Priority 1 is responsible.

8. Priority 1 shall pay all payroll taxes, state taxes, and any other taxes or items that may be levied against its payroll either by city, state, or federal agencies.

9. Customer agrees during the period of the service contract agreement or for a period of twenty-four (24) months after the termination of this agreement, the Customer agrees not to hire, contract, or employ for services any person employed by Priority 1.

10. Customer agrees to pay fair and reasonable costs, expenses, and attorney fees incurred by Priority 1 in the enforcement of this contract agreement. Now, therefore, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this contract.

11. This service agreement constitutes the entire service agreement between both parties.

12. IN WITNESS WHEREOF, the parties have executed this service agreement contract effective as of the signed and dated document below.



Priority 1 Janitorial Services & Maintenance, LLC

By: _____

Name: _____

Title: _____

Date: _____

Village of Wauconda

By: _____

Name: _____

Title: _____

Date: _____