

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, FEBRUARY 21, 2022
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – February 7, 2022
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
 - A. Acceptance of proposal from Axon Enterprises Inc. on a five year contract for body cameras in the amount of \$137,986.70, and Acceptance of proposal from Axon Enterprises Inc. on a five year contract for in car cameras in the amount of \$83,046.61.
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Hilliard
 - C. Trustee Leitch
 - a. Telephone upgrades for both Fire Stations.
 - b. Software purchase for Hotel/Motel tax reporting & collection and License Billings.
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XXIII. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., February 7, 2022**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. Clerk Evans called the roll, with the following members present: Hilliard, Leitch, Menold, Newman, Parrott – 5.

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – Leigh Ann Brown, Executive Director of the Morton Chamber of Commerce and CEO of the Morton Economic Development Council, thanked the Village and American Rentals for their part in ensuring that the Annual Chamber Meet Up could be held. The 2022 Morton Pumpkin Festival will be held September 14-17 with the theme Pumpkins Go 80's. Brown announced award recipients for the year and invited everyone to the EDC Symposium on February 23rd at Blue Sky where the Morton Momentum 5-year strategy will be wrapped up and a new Mission Morton 2026 strategy will be launched.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – January 17, 2022
- B. Approval of Bills

Trustee Menold moved to approve the Consent Agenda. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Blunier – 1.

VILLAGE PRESIDENT – None.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick presented a sales tax update for the first six months of fiscal year 2022. The Village received just under \$4 million in sales tax which was about \$600 thousand more than last year for the period at roughly an 18.9% increase. This increase was noted as being slightly lower than the previous period. Administrator Smick believed the cause to be less online shopping because of more stores being open locally for in-person shopping in neighboring communities with large shopping centers. Trustee Newman brought forth questions and started a brief discussion regarding the Governor's proposed plans regarding the 1% sales tax on grocery items. The Village Board will address this situation as needed once more information becomes available.

CHIEF OF POLICE – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk requested acceptance of Proposal through Sourcewell and from Vermeer Midwest (Goodfield, IL) for a new Vermeer D-20x22 S3 Navigator Horizontal Directional Drill in the Amount of \$ 161,673.00 (Includes Trade-In of 2012 Vermeer D-16x20 Navigator), Proposal through Sourcewell and from Vermeer Midwest (Goodfield, IL) for a new 2022 Digttrak F5 Falcon + Locating System, Rebar Sonde and GPS Hood Scoop in the Amount of \$ 27,511.00 (Includes Trade-In of F2 Boring Locator), and Proposal through Sourcewell and from Vermeer Midwest (Goodfield, IL) for a new Belshe Trailer Package and 200’ of new Drill Pipe in the Amount of \$ 41,778.00 (Includes Trade-In of 2012 Belshe Trailer Package). Trustee Newman questioned how many drill rigs have been purchased by the Village and was notified that this would be the fifth. It was also noted that the Village currently has a small and large unit for various tasks. DPW Loudermilk mentioned that these items would be paid for in the FY 2023 budget but wanted to order now for immediate use upon delivery in May. Trustee Newman commented that the Village’s construction work with gas and water saves a significant amount of money compared to contracting it out to vendors. Mayor Kaufman commented that the Village does an excellent job with their gas and water construction and that the citizens benefit significantly from it. Trustee Parrott motioned acceptance of the bids with Trustee Hilliard as a second. The bids were accepted by the following roll call vote:

Yes: Hilliard, Leitch, Menold, Newman, Parrott – 5.
No: None – 0.
Absent: Blunier – 1.

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.
Trustee Hilliard – None.
Trustee Leitch – None.
Trustee Menold – None.

Trustee Newman – Asked if the parking ban (due to the snow storm) was successful. Chief Miller noted that there was excellent compliance and nobody was ticketed. There were also many positive comments throughout the room regarding the Red Code notification system that was used to publicize the parking ban.

Trustee Parrott – Thanked the Village staff for getting the streets cleared of snow in a remarkable amount of time. He also mentioned that neighboring communities were not that clear even almost a week later. Accolades were also given by DPW Loudermilk and Mayor Kaufman. DPW Loudermilk also mentioned that you need a CDL to obtain employment in Public Works so there are enough drivers to get this large of a project accomplished so quickly.

CLOSED SESSIONS – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

ADJOURNMENT

With no further business to come before the Board, Trustee Leitch moved to adjourn. The motion was seconded by Trustee Newman and followed by a unanimous voice vote of all present board members.

ATTEST:

PRESIDENT

VILLAGE CLERK



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

Q-355279-44606.720RL

Issued: 02/14/2022

Quote Expiration: 03/31/2022

EST Contract Start Date: 06/01/2022

Account Number: 116203

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Morton Police Dept. - IL 375 W Birchwood St Morton, IL 61550-2494 USA	Morton Police Dept. - IL 375 W Birchwood St Morton, IL 61550-2494 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Leinson Phone: Email: rleinson@axon.com Fax:	Jason Miller Phone: (309) 266-6666 Email: jrmiller@morton-il.gov Fax:

Program Length	60 Months
TOTAL COST	\$137,986.70
ESTIMATED TOTAL W/ TAX	\$137,986.70

Bundle Savings	\$21,354.60
Additional Savings	\$5,129.00
TOTAL SAVINGS	\$26,483.60

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	May, 2022	\$23,598.40
Hardware	May, 2022	\$19,994.70
Year 2	May, 2023	\$23,598.40
Year 3	May, 2024	\$23,598.40
Year 4	May, 2025	\$23,598.40
Year 5	May, 2026	\$23,598.40

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	22
AB3MBD	AB3 Multi Bay Dock Bundle	3
BasicLicense	Basic License Bundle	20
ProLicense	Pro License Bundle	2
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3
BWCamTAP	Body Worn Camera TAP Bundle	22
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
AB3C	AB3 Camera Bundle	1
BWCamTAP	Body Worn Camera TAP Bundle	1
DynamicBundle	Dynamic Bundle	1

Bundle: AB3 Camera Bundle **Quantity: 22** **Start: 6/1/2022** **End: 5/31/2027** **Total: 15378 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	22	\$699.00	\$699.00	\$15,378.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	25	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	25	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle **Quantity: 3** **Start: 6/1/2022** **End: 5/31/2027** **Total: 4616.7 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	3	\$1,495.00	\$1,495.00	\$4,485.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	\$0.00	\$0.00	\$0.00

Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	\$43.90	\$43.90	\$131.70
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Bundle: Basic License Bundle Quantity: 20 Start: 6/1/2022 End: 5/31/2027 Total: 18000 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	20	\$15.00	\$15.00	\$18,000.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	20	\$0.00	\$0.00	\$0.00

Bundle: Pro License Bundle Quantity: 2 Start: 6/1/2022 End: 5/31/2027 Total: 4680 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2	\$39.00	\$39.00	\$4,680.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	6	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 3 Start: 6/1/2022 End: 5/31/2027 Total: 5310 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	\$21.00	\$8.16	\$1,468.85
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	\$1,610.00	\$625.62	\$1,876.86
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	\$1,685.00	\$654.76	\$1,964.29

Bundle: Body Worn Camera TAP Bundle Quantity: 22 Start: 6/1/2022 End: 5/31/2027 Total: 36960 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	22	\$11.67	\$8.73	\$11,526.54
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	22	\$755.00	\$564.94	\$12,428.65
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	22	\$790.00	\$591.13	\$13,004.81

Bundle: Dynamic Bundle Quantity: 1 Start: 6/1/2022 End: 5/31/2027 Total: 22440 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73478	REDACTION ASSISTANT USER LICENSE	22	\$9.00	\$9.00	\$11,880.00
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	440	\$0.40	\$0.40	\$10,560.00

Bundle: Dynamic Bundle		Quantity: 1	Start: 6/1/2022	End: 5/31/2027	Total: 5522 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	44	\$1.00	\$1.00	\$44.00
Other	75015	SIGNAL SIDEARM KIT	22	\$249.00	\$249.00	\$5,478.00

Bundle: AB3 Camera Bundle		Quantity: 1	Start: 6/1/2022	End: 5/31/2027	Total: 0 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$699.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera TAP Bundle		Quantity: 1	Start: 6/1/2022	End: 5/31/2027	Total: 0 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$0.00	\$0.00
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1	\$755.00	\$0.00	\$0.00
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1	\$790.00	\$0.00	\$0.00

Bundle: Dynamic Bundle		Quantity: 1	Start: 6/1/2022	End: 5/31/2027	Total: 25080 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	\$0.00	\$0.00
Other	73680	RESPOND DEVICE PLUS LICENSE-	22	\$19.00	\$19.00	\$25,080.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

2/14/2022



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

Q-355296-44595.946RL

Issued: 02/03/2022

Quote Expiration: 12/01/2021

EST Contract Start Date: 06/01/2022

Account Number: 116203

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Morton Police Dept. - IL 375 W Birchwood St Morton, IL 61550-2494 USA	Morton Police Dept. - IL 375 W Birchwood St Morton, IL 61550-2494 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Leinson Phone: Email: rleinson@axon.com Fax:	Jason Miller Phone: (309) 266-6666 Email: jrmiller@morton-il.gov Fax:

Program Length	60 Months
TOTAL COST	\$83,046.61
ESTIMATED TOTAL W/ TAX	\$83,046.61

Bundle Savings	\$15,372.71
Additional Savings	\$8,213.40
TOTAL SAVINGS	\$23,586.11

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	May, 2022	\$16,609.33
Year 2	May, 2023	\$16,609.32
Year 3	May, 2024	\$16,609.32
Year 4	May, 2025	\$16,609.32
Year 5	May, 2026	\$16,609.32

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B+TAP	Fleet 3 Basic + TAP	9

Bundle: Fleet 3 Basic + TAP		Quantity: 9	Start: 6/1/2022	End: 5/31/2027	Total: 83046.61 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	18	\$17.00	\$13.24	\$14,298.95
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	9	\$20.00	\$15.58	\$8,411.15
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	9	\$2,405.00	\$1,873.04	\$16,857.34
SIM	72048	FLEET SIM INSERTION, ATT	9	\$15.00	\$11.68	\$105.14
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	\$1,249.00	\$972.73	\$8,754.60
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	9	\$249.00	\$193.92	\$1,745.31
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	9	\$25.00	\$19.47	\$175.23
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	9	\$1,200.00	\$934.57	\$8,411.15
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	9	\$2,710.00	\$2,110.57	\$18,995.17
Axon Signal Unit	70112	AXON SIGNAL UNIT	9	\$279.00	\$217.29	\$1,955.59
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	9	\$25.00	\$19.47	\$175.23
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	9	\$8.96	\$6.98	\$2,763.34
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	9	\$1.16	\$0.90	\$398.41

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

Standard Terms and Conditions

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ACEIP:

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Signature

Date Signed

2/3/2022



We have prepared a quote for:

Morton Fire Department

Replacement Phone System

Quote # ME007054EP Version 1

Prepared by:

Matt Eppel

Engineered by:

Shane White

Products

Description	Qty
Mitel MiVoice Office 250 IP Phone System	2
5330E IP Phone	1
5320e IP Phone (Backlit)	5
5320e IP Phone Promo (4 pack)	5
Compact Flash 2 GB	2
SWA Std 1y MiVO250 upto 32 usr	2



Replacement Phone System

Prepared by:

Heart East Peoria

Matt Eppel
(309) 427-7267
meppel@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

Morton Fire Department

Julie Smick
(309) 266-5361 x284
JSmick@morton-il.gov
300 Courtland
Morton, IL 61550

Quote Information:

Quote #: ME007054EP

Version: 1
Delivery Date: 02/16/2022
Expiration Date: 03/02/2022

Quote Summary

Description
Replacement Phone System
Total: \$25,805.60

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$12,902.80
30% on Receipt of Materials	1	One-Time	\$7,741.68
20% on Completion	1	One-Time	\$5,161.12

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$12,902.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

Morton Fire Department

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

Signature: _____
Name: Julie Smick
Title: _____
Date: _____

Statement of Work

Heart Technologies will install and configure two Mitel IP-based telephone systems with the following configurations:

300 West Courtland Street

- Qty 15 Mitel 5320 IP Phones
- Qty 1 Mitel 5330 IP phone
- 4 analog trunk ports
- 4 analog station ports

205 West Adams Street

- Qty 10 Mitel 5320 IP Phones
- 4 analog trunk ports
- 4 analog station ports

Each phone system will have voicemail/auto-attendant with 4 ports.

Customer will be responsible for providing all necessary PoE data switching and routing hardware. Customer will be responsible for provisioning all VLAN and QoS services.

This proposal assumes that all data cabling is in place and in proper working condition. If data cabling is found not to be in proper working condition, it will be cared for on a time and material basis with customer approval.

This proposal assumes that patch panels for the telephone network are in place for the new system. This proposal does not include patch cables for connecting the PoE switch(es) to the patch panel(s).

This proposal assumes that sufficient rack and/or wall space will be available and the demarc is within close proximity to the rack. If demarc extension is required, it will be cared for on a time and material basis with customer approval.

A single 7' patch cable will be provided to connect from the wall jack to each telephone.

Labor in this proposal is based on installation occurring during normal business hours. Deviations to this proposal will not be allowed without a customer signed change order(s).

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials, Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____



Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on a percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.

Software Purchase Agreement

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

Village of Morton
120 North Main Street
Morton, IL 61550

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Full payment is due with this contract.** The information provided in this proposal is valid for 90 days after the date of issue.

INVESTMENT SUMMARY

License Fee - Business Tax Collection	\$ 2,500
License Fee – Business Tax and CR Web Services	1,000
Setup and Training (12 Hours @ \$150/HR)	<u>1,800</u>

Sub-total \$ 5,300

Annual Support Increase \$ 875

*Above amounts do not include travel expenses.

**Transaction fees may apply.

SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance of this agreement.

VILLAGE OF MORTON, IL

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____



A SUBSIDIARY OF BAKER TILLY US, LLP

Optional Modules Not Included

Optional Product Descriptions (Not Selected)	License Fee Purchase Price	One-Time conversion / setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Business Licenses	3,300	600	600	4,500	825