

**CITY COUNCIL AGENDA
CITY OF BELLEVILLE, ILLINOIS**



MONDAY, NOVEMBER 15, 2021

7:00PM

COUNCIL CHAMBERS

1. CALL TO ORDER BY MAYOR AND EXPLANATION OF DISASTER PROCEDURES

REMINDER: SINCE THE MEETINGS ARE BEING VIDEOTAPED IT IS IMPORTANT THAT EVERYONE SPEAK DIRECTLY INTO A MICROPHONE WHEN SPEAKING.

2. ROLL CALL ALDERMEN

3. ROLL CALL DEPARTMENT HEADS

4. PLEDGE OF ALLEGIANCE

5. PUBLIC HEARING

6. PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON) - See back page for rules.

7. PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

7-A. Mayor Gregory will read a proclamation for National Apprenticeship Week, November 15-21, 2021.

7-B. Mayor Gregory will read a proclamation for Small Business Saturday, November 27, 2021.

7-C. Mayor Gregory will recommend the appointment of Ryan Diekemper to serve on the Electrical Commission for a 4-year term in the capacity of Electrical Engineer.

8. APPROVAL OF MINUTES

8-A. Motion to approve City Council Meeting Minutes from November 1, 2021.

9. CLAIMS, PAYROLL AND DISBURSEMENTS

9-A. Motion to approve claims and disbursements in the amount of **\$1,783,029.96** payroll in the amount of **\$866,001.10**.

10. REPORTS

11. ORAL REPORTS FROM STANDING COMMITTEES, SPECIAL COMMITTEES AND ANY OTHER ORAL REPORTS FROM THE ELECTED OFFICIALS OR STAFF

11-A. MOTIONS FROM **MASTER SEWER COMMITTEE**

11-A(1). Motion to award LTCP, Phase 5 UV Project to Korte-Luitjohan in the amount of \$8,688,000.00.

11-A(2). Motion to enter into an agreement with Gonzalez Companies for Phase 6 LTCP Design.

11-A(3). Motion to waive bidding process to purchase one (1) new 2022 Ford Ranger XLT 4x4 Crew Cab from Tri-Ford for \$33,909.00 using State Bid process.

11-B. MOTIONS FROM **ADMINISTRATION**

11-B(1). Motion to approve a Franchise Agreement between the City of Belleville, Illinois and Spectrum Mid-America, LLC (Charter Communications).

11-B(2). Motion to approve an Intergovernmental Agreement between the Cities of East St Louis, Belleville and County of St. Clair for the 2021 Byrne Justice Assistance Grant (JAG) Program Award.

- 11-B(3). Motion to approve agreement with Utilitra for the installation of security cameras and control systems for 2120 West Main Street, 2301 West Main Street, 100 South 23rd Street and 2600 West Main Street in the amount of \$79,070.86 (former Lindenwood Campus-Belleville).

11-C. MOTIONS FROM **ZONING BOARD OF APPEALS**

- 11-C(1) **48-AUG21-D Bossy Boutique** - Request for a Sign Installation Permit in the Area of Special Control at 15 S. High Street (08-21.0-445-036) located in a “C-2” Heavy Commercial District. (Applicable sections of the zoning code: 155.052, 155.053) Ward 6. Case tabled from August 26, 2021 Zoning Board of Appeals Meeting. ***Zoning Board unanimously voted to recommend approval.***
- 11-C(2) **56-SEP21-Magdalena Gilpin** - A request for a Special Use Permit for Outdoor Dining at 310 East Washington Street (Parcel number: 08-22.0-346-012) located in a "C-2" Heavy Commercial District. (Applicable portion of zoning code: 162.248, 162.515) Ward 6 ***Zoning Board unanimously voted to recommend approval.***
- 11-C(3) **58-SEP21-Carlos M. Burns** - Request for a Special Use Permit to operate a Bed and Breakfast (Air B&B) at 133 Lucinda Avenue (08-22.0-229-029) located in an “A-1” Single-Family Residence District (Applicable section of the zoning code: 162.094, 162.515) Ward 1 ***Zoning Board unanimously voted to recommend approval, in the name of the applicant only.***
- 11-C(4) **59-OCT21-Storybook Homes Real Estate, LLC** - Request for a Special Use Permit to operate a Bed and Breakfast (Air B&B) at 619 North Charles Street (08-22.0-123-028) located in the R-1, Single Family Residential District. (Applicable section of the zoning code: 162.094, 162.515) Ward 2 ***Zoning Board unanimously voted to***

recommend approval.

- 11-C(5) **60-OCT21-Jasmine Brooks** - Request for a Special Use Permit for a Liquor License at 8201-8205 West Main Street (07-01.0-110-037) located in a “C-2” Heavy Commercial District. (Applicable section of the zoning code: 162.248, 162.515) Ward 4. ***Zoning Board approval, in the name of the applicant only carried 4-1***
- 11-C(6) **61-OCT21-Catlin Aasen** - Request for a Use Variance Permit to allow agricultural production (garden) at 600 Wabash Ave (08-27.0-224-008) located in an “A-1” Single-Family Residence District (Applicable sections of the zoning code: 162.096, 162.094, 162.570) Ward 7 ***Zoning Board unanimously voted to recommend approval.***
- 11-C(7) **62-OCT21-Afshin Alimiri and Sabrina Alstat** - Request for an Area/Bulk Variance to construct a home on a non-conforming lot at 401 North 40th Street (08-17-0-105-027) located in an “A-1” Single-Family Residential District. (Applicable sections of the zoning code: 162.092, 162.570) Ward 3 ***Zoning Board unanimously voted to recommend approval.***

11-D. MOTIONS FROM **FINANCE**

- 11-D(1). Motion to approve Workmen’s Compensation and Property/Liability Insurance Renewal with ICRMT, as recommended by our broker.
- 11-D(2). Motion to waive the formal bidding procedures and purchase a used 2020 John Deere 6120M 4WD tractor and a new 22’ Rear Cradle Diamond Boom mower with a 50” rotary head from Shiloh Valley Equipment Co in the amount of \$141,507.35.
- 11-D(3). Motion to approve agreement with Green Wave Consulting, LLC in the amount of \$19,000 for the

removal of the underground storage tanks (USTs) from the City owned property located at 801 Royal Heights Road.

- 11-D(4). Motion to renew contract with Clean Uniform Company for custodial cleaning supplies for Maintenance Department for thirty-six (36) months.
- 11-D(5). Motion to approve contracts with Johnson Controls for fire alarm monitoring services for buildings located at 2120 W. Main St, 2301 W. Main St, 100 S 23rd St and 2600 W. Main St (former Lindenwood Campus – Belleville) November 1, 2021 through October 31, 2022 in the total amount of \$2400.00.
- 11-D(6). Motion to approve contracts with Clearwave providing 1GB fiber optic internet connectivity for three-year term with monthly cost of \$1768.00 and Spectrum Enterprise providing 1 GB cable modem internet connectivity with no term length with one-time fee of \$199.00 and monthly cost of \$264.98 for 2120 W. Main St, 2301 W. Main St, 100 S 23rd St and 2600 W. Main St (former Lindenwood Campus – Belleville).
- 11-D(7). Motion to approve purchase of network and security hardware with Paragon Micro Inc. and installation of service with REJIS Commission for a one-time total cost of \$17,038.27 at 2120 W. Main St, 2301 W. Main St, 100 S 23rd St and 2600 W. Main St (former Lindenwood Campus – Belleville).

12. COMMUNICATIONS

13. PETITIONS

14. RESOLUTIONS

15. ORDINANCES

15-A. ORDINANCE 8999-2021

A Zoning Ordinance In Re: **48-AUG21-D Bossy Boutique**

15-B. ORDINANCE 9000-2021

A Zoning Ordinance In Re: **56-SEP21-Magdalena Gilpin**

15-C. ORDINANCE 9001-2021

A Zoning Ordinance In Re: **58-SEP21-Carlos M. Burns**

15-D. ORDINANCE 9002-2021

A Zoning Ordinance In Re: **59-OCT21-Storybook Homes Real Estate, LLC**

15-E. ORDINANCE 9003-2021

A Zoning Ordinance In Re: **60-OCT21-Jasmine Brooks**

15-F. ORDINANCE 9004-2021

A Zoning Ordinance In Re: **61-OCT21-Catlin Aasen**

15-G. ORDINANCE 9005-2021

A Zoning Ordinance In Re: **62-OCT21-Afshin Alimiri and Sabrina Alstat**

16. UNFINISHED BUSINESS

17. MISCELLANEOUS & NEW BUSINESS

17-A. Motor Fuel Claims in the Amount of **\$183,876.41**.

18. EXECUTIVE SESSION

18-A. The City Council may go into executive session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees (5 ILCS 120/2(c)(1)), collective negotiation matters (5 ILCS 120/2(c)(2)), purchase or lease of property

(5 ILCS 120/2(c)(5)), sale or lease of property (5 ILCS 120(c)(6)) and pending and/or probable/imminent litigation (including civil and workers' compensation) (5 ILCS 120/2(c)(11)).

19. ADJOURNMENT (ALL QUESTIONS RELATING TO THE PRIORITY OF BUSINESS SHALL BE DECIDED BY THE CHAIR WITHOUT DEBATE, SUBJECT TO APPEAL)

PUBLIC PARTICIPATION (2-3 MINUTES PER PERSON)

- (a) Members of the public may address the City Council in accordance with Section 2.06(g) of the Illinois Open Meetings Act (5 ILCS 120/2.06(g));
- (b) Public comments are limited to three (3) minutes per speaker;
- (c) The subject of public comments shall be reasonably related to matters(s) identified on the meeting agenda and/or other city business;
- (d) Repetitive public comments should be avoided, to the extent practical, through adoption of prior public comment (e.g. agreeing with prior speaker);
- (e) The following conduct is prohibited during public participation:
 - Acting or appearing in a lewd or disgraceful manner;
 - Using disparaging, obscene or insulting language;
 - Personal attacks impugning character and/or integrity;
 - Intimidation;
 - Disorderly conduct as defined in Section 130.02 of this revised code of ordinances.
- (f) Any speaker who engages in such prohibited conduct during public participation shall be called to order by the chair or ruling by the chair if a point of order is made by a sitting alderman.

Proclamation

WHEREAS, registered apprenticeships are vital components of talent and development in many high demand and high growth sectors and are recognized as critical post-secondary education training ground for future employment; and

WHEREAS, the United States has pledged major resources to support apprenticeship in an effort to boost vocational education, workforce training and job creation; and

WHEREAS, the apprenticeship programs help enhance economic vitality and create a stronger economic environment by producing highly skilled and competitive workers; and

WHEREAS, the City of Belleville recognizes the strength and leadership displayed by apprentices. This results from the dedication and generosity of sponsors and participating employers who provide meaningful educational opportunities through on-the-job learning and related technical and theoretical instruction, which serves to enhance the economic vitality of our community; and

WHEREAS, on November 15-21, 2021, National Apprenticeship Week will commence in the United States. The City of Belleville commends and appreciates all those involved in this worthwhile endeavor, as the positive impact apprenticeships have on individuals and businesses will help to improve our workforce and grow our economy.

NOW, THEREFORE, I, Patty Gregory, Mayor of the City of Belleville, Illinois, do hereby proclaim November 15-21, 2021, National Apprenticeship Week in Belleville.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Belleville, Illinois to be affixed this 15th day of November, in the year of our Lord, 2021.

Pride in the Past ... Promise for the Future



Patty Gregory
Patty Gregory, Mayor
Dated this 15th day of November, 2021

Proclamation

Whereas, the City of Belleville, Illinois, celebrates our local small businesses and the contributions they make to our local economy and community. According to the United States Small Business Administration, there are currently 31.7 million small businesses in the United States. They represent 99.7% of firms with paid employees and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States. 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

Whereas, 97% of Small Business Saturday shoppers recognize the impact they can make by shopping small. 85% of them also encouraged friends and family to do so, too; and

Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020. More than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

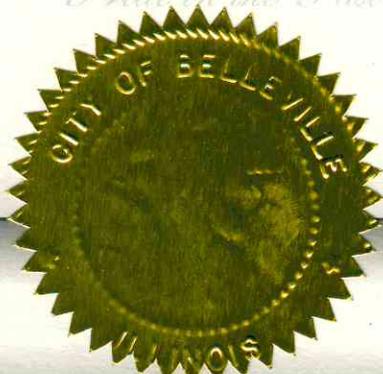
Whereas, the City of Belleville, Illinois, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE I, Patty Gregory, Mayor of the City of Belleville, do hereby proclaim November 27, 2021, as **Small Business Saturday** in Belleville, and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the City of Belleville to be affixed this 15th day of November, in the year of our Lord two thousand and twenty-one.

Pride in the Past . . . Promise for the Future



Patty Gregory
Patty Gregory, Mayor
Dated this 15th day of November, 2021

KEY PERSONNEL EXPERIENCE



Ryan Diekemper | Director of Estimating

CONSTRUCTION EXPERIENCE – 17 years

- 17 years' experience in construction/electrical engineering

EDUCATION & CERTIFICATION

- BS in Electrical Engineering, University of Missouri-Rolla
 - Professional Engineer: Electrical (MO, IL, IN, KY, TN)
 - International Facility Management Association (IFMA)
 - Has performed on various primary/secondary education, higher education, healthcare, municipal, commercial, and retail projects as a Designer of Record.
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**CITY OF BELLEVILLE, ILLINOIS
COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
NOVEMBER 1, 2021 – 7:00 PM**

Mayor Gregory called this meeting to order.

City Clerk Meyer called roll. Members present on roll call: Alderman Hazel, Alderman Whitaker, Alderwoman Duco, Alderwoman Eros, Alderman Randle, Alderman Anthony, Alderman Ovian, Alderwoman Stiehl, Alderman Rothweiler, Alderman Weygandt, Alderman Wigginton, Alderwoman Sullivan.

Excused: Alderman Ferguson, Alderman Dintelman, Alderwoman Schaefer, Alderman Elmore.

ROLL CALL DEPARTMENT HEADS

City Clerk Meyer called roll of Department Heads: City Treasurer Sarah Biermann; City Attorney Hoerner; Lt. Col. Matt Eiskant; Fire Chief, JP Penet; Finance Director Jamie Maitret; Director of Wastewater, Randy Smith; Director of Library, Leander Spearman; Director of IT Scott Markovich; City Engineer, Sal Elkott; Director of Health, Housing and Building, Scott Tyler; Director of Human Resources, Seth Miller, Director of Economic Development, Planning & Zoning Clifford Cross.

Police Chief Bill Clay and Director of Public Works, Jason Poole were excused.

PLEDGE

PUBLIC HEARING

NONE.

PUBLIC PARTICIPATION

Bennie Parr

I am here tonight since you have on your agenda for the vote for the bump out for Bennie's and Margarita's. Just letting you know that I am here and that I hope you will pass the bump out. We have agreed to pay for the concrete work. I just wanted to let you know that this will be a great help to our businesses if you guys can approve that tonight. Thank you for your time.

PRESENTATIONS, RECOGNITIONS & APPOINTMENTS

Mayor Gregory read a proclamation recognizing "Extra Mile Day."

I would also at this time like to talk about, briefly, the Extra Mile that all our volunteers and organizations have done since September with the all the events and activities going. All done by

volunteers. There is no place in the world that volunteers like Belleville. That is a fine example of Extra Mile Day.

BASIC students; Althoff, Elizabeth Bouse; Belleville East, Ava Neumeyer; and Althoff, Avery Gomric recognized the character word of the month “PEACE” working and living in harmony with each other.

Alderman Wigginton made a motion second by Alderman Anthony to approve Mayor Gregory’s fiscal year 2021-2022 appointment of Lance Phelps as Deputy Fire Chief, effective October 18, 2021.

Members voting aye on roll call: Hazel, Whitaker, Duco, Eros, Randle, Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan. (12).

Mayor Gregory: I also understand tonight that from our Fire Chief JP Penet, that we have two (2) firefighters that have promotions this evening. Would you like to recognize those gentlemen?

Fire Chief Penet: Mayor, Council, thank you very much without objection I know item 11-D on your agenda is actually addressing the promotions tonight. If it please the Council, and the Mayor, if we could move that to now then we could handle that business and we could clear the firefighters and their families to the celebration afterwards, if that’s alright.

Council members: Agreed.

Alderman Whitaker made a motion second by Alderwoman Eros to approve 11-D(1) and 11-D(2) the motions to promote Wolfmeier to Captain and Joyce to Engineer.

Members voting aye on roll call: Whitaker, Duco, Eros, Randle, Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel. (12).

Fire Chief Penet: Thank you Council and Mayor, I have one more item and that is there are three (3) brand new Firefighters sitting behind me, Kelsey Burrow would you please stand, Alex Kuhl, and Brendan Robbins. They just completed the Firefighter Academy at Champaign we have one more Firefighter who is there currently completing an additional week for some other training. I would like the Council to recognize the arduous work that they have put in, I think it’s eight (8) weeks of academy, which is some of the most rigorous training that they will ever experience. I just want to congratulate them for that work. We badged them tonight and their families were able to participate in that, it is a wonderful event. Thank you.

Mayor Gregory: Congratulations and welcome to the City of Belleville. Thank you so much.

Alderwoman Stiehl made a motion second by Alderwoman Eros to approve Mayor Gregory’s recommendation for appointment of Chet Kelly to serve on the Fire Pension Board for a 3-year term.

Members voting aye on roll call: Duco, Eros, Randle, Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker. (12).

APPROVAL OF MINUTES

Alderman Wigginton made a motion second by Alderman Rothweiler to approve City Council Meeting Minutes and Executive Session Minutes of October 18, 2021.

All members voted aye.

CLAIMS, PAYROLL AND DISBURSEMENTS

Alderwoman Stiehl made a motion second by Alderman Weygandt to approve claims and disbursements in the amount of **\$2,561,071.74** payroll in the amount of **\$859,348.03**.

Members voting aye on roll call: Eros, Randle, Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco. (12)

REPORTS

Alderman Randle made a motion second by Alderman Weygandt to approve the City Attorney report dated October 28, 2021, Treasurer's Report dated September 2021, and Statement of Cash and Investments Report dated September 2021.

All members voted aye.

ORAL REPORTS

ADMINISTRATION:

None.

FINANCE:

None.

ORDINANCE & LEGAL REVIEW:

Alderman Wigginton made a motion second by Alderwoman Eros to amend Title XIII (General Offenses), Chapter 130 (Offenses Against Public Peace and Safety), Section 130.01 (Unlawful Assembly) and to amend Title XV (Land Usage), Chapter 154 (Property Maintenance Code).

All members voted aye.

TRAFFIC:

Alderman Anthony made a motion second by Alderwoman Stiehl for "No Parking 7:30am to 4:00pm on School Days" at the east and west side of 200 block of Garden Blvd, 220' south of the intersection at Carlyle Avenue.

All members voted aye.

STREETS & GRADES:

Alderman Randle made a motion second by Alderwoman Eros:

- to enter into an agreement with Lochmueller Group, Inc. for professional services not-to-exceed \$8,000 for engineering consultation
- to approve Hank's Excavating and Landscaping Inc. in the amount of \$7,750.00 for the installation of six (6) 6' long 6" schedule 40 steel bollards to be located at 18 East Main St. (TIF 17 funds),
- to approve Hank's Excavating and Landscaping, Inc. to create a dining bump out in front of 113-117 East Main Street. Cost to include \$16,500.00 for bollard installation (TIF 17 funds), and \$7,410.00 for the installation of concrete curbing and sidewalk (funds provided by property owners of Bennie's Pizza and Margarita's Restaurant), 11-C(4) Motion to approve Hank's Excavating and Landscaping, Inc., lowest responsive bidder, in the amount of \$123,847.20 for 2021-2022 Concrete Patch. (MFT/TIF funds).

Discussion . . .

Alderman Ovian: If someone could give me a breakdown, I could not get it in Streets & Grades, the \$8,000.00 in 11-C(1) what does that represent? What type of services are we going to be provided for that money?

City Engineer Elkott: Alderman Ovian the answer to that question is the following: we need engineering support in the engineering office and for the time being, this is the only way we know how to get support. That is what the money is for.

Members voting aye on roll call: Randle, Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros. (12)

ADMINISTRATION:

Alderman Wigginton made a motion second by Alderwoman Stiehl to approve entering into an Inter-Governmental Grant Agreement between The State of Illinois Department of Commerce and Economic Opportunity and the City of Belleville in the amount of \$500,000.00 for demolitions and other allocable costs as per the grant.

Discussion . .

Alderman Randle: May I ask a question? I thought this grant had already been secured, is that not the case?

Mayor Gregory: Well actually, I am going to have Eric explain.

Asst. Director of ED & Z Eric Schauster: The funding to my understanding has been allocated, this is the final grant agreement for the State. So we submitted all our documentation and paperwork to them and this is the final step in the process, before we can get reimbursements.

Alderman Randle: Thank you so much.

Alderman Ovian: Wait a minute, I have some questions. Why was I told in Finance Committee on June 14th that the grant was there?

City Clerk Meyer: The money was allocated the grant is there, this is the final paperwork, they just did not have enough personnel to get us the actual paperwork. We allocated, the money is there, we have already proceeded with some of the demolitions.

Mayor Gregory: Also, we have to remember, that a lot of this was during the COVID time when things were totally closed. People were working from their homes and not in their offices.

Asst. Director of ED & Z Eric Schauster: There was also turn over at DCEO, I am on my third grant manager now, and that is part of what the delay has been as well.

Mayor Gregory: The \$183,000 that was spent, that will be reimbursed out of this grant?

Asst. Director of ED & Z Eric Schauster: Yes, once we get the signatures from the Mayor and then DCEO, then we can submit our reimbursement for what has already been done. That allowed us to proceed from the first grant manager that we had for the project.

Alderman Ovian: Is this the same situation we had in previous grants for demolition where we have to spend the money before we reimbursed?

Asst. Director of ED & Z Eric Schauster: We have to do budgeting for it.

Alderman Weygandt: Eric is the rest of the money that is in there now, is that going for demo too?

Asst. Director of ED & Z Eric Schauster: Yes. We are working on the next round; staff has been working on getting the information to go out for bid.

Alderman Weygandt: Do you have an estimate on how many houses have to be demo'd? Do you have a list of them or an idea of how many?

Asst. Director of ED & Z Eric Schauster: We are working on a list now; we do not have an exact number. I know we are also finalizing the purchasing of some others. We will evaluate that when we get all those when we get the cases report, and then we will come up with the final list and then go out for bid.

Alderman Weygandt: Okay, thanks.

Members voting aye on roll call: Anthony, Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle. (12)

COMMUNICATIONS

NONE.

PETITIONS

NONE.

RESOLUTIONS

NONE.

ORDINANCES

Alderwoman Randle made a motion second by Alderwoman Duco to read by title only and as a group Ordinances 8997, 8998, and 8999.

All members voted aye.

ORDINANCE 8997-2021

AN ORDINANCE AMENDING TITLE XIII (GENERAL OFFENSES), CHAPTER 130 (OFFENSES AGAINST PUBLIC PEACE AND SAFETY) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

ORDINANCE 8998-2021

AN ORDINANCE AMENDING TITLE XV (LAND USAGE), CHAPTER 154 (PROPERTY MAINTENANCE CODE) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

ORDINANCE 8999-2021

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE), CHAPTER 76 (PARKING SCHEDULES) OF THE REVISED ORDINANCES OF THE CITY OF BELLEVILLE, ILLINOIS AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF.

Alderman Anthony made a motion second by Alderman Whitaker to approve ordinances as read 8997, 8998 and 8999.

Members voting aye on roll call: Ovian, Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle, Anthony. (12)

UNFINISHED BUSINESS

None.

MISCELLANEOUS & NEW BUSINESS

Mayor Gregory: I would like to reiterate the thank you to the volunteers and the organizations and all the employees of the City of Belleville who supported these events for the last several months. I think we had a wonderful September and October, a little long in October, I do believe the Art show will be going back to May next year. We have six (6) months. I want to thank you

again and thank all the citizens and patrons that supported all these events. It added a lot to our economic economy for the month of September and October.

Alderwoman Stiehl made a motion second by Alderman Randle to approve Motor Fuel Claims in the Amount of \$ **107,252.11**.

Members voting aye on roll call: Stiehl, Rothweiler, Weygandt, Wigginton, Sullivan, Hazel, Whitaker, Duco, Eros, Randle, Anthony, Ovian. (12)

EXECUTIVE SESSION

None.

ADJOURNMENT

Alderman Randle made a motion second by Alderman Wigginton to adjourn at 7:26 p.m.

All members voted aye.

Jennifer Gain Meyer, City Clerk

**CITY OF BELLEVILLE PAYMENT SUMMARY
COUNCIL MEETING - NOVEMBER 15, 2021**

GENERAL FUND

00 - Revenue	\$144,288.32
50 - Administration	\$43,364.89
51 - Police	\$23,226.45
52 - Fire	\$32,407.30
53 - Streets	\$6,750.70
54 - Parks	\$5,110.74
55 - Cemetery	\$1,786.26
56 - Hlth/Sanitation	\$80,931.34
61 - RCDS - Building & Zoning Div	\$130.48
62 - RCDS - Econ Dev & Planning Div	\$414.54
82 - Mayor	\$184.80
83 - Finance	\$3.12
85 - Clerk	\$1,698.90
87 - Maintenance	\$6,133.08
88 - Engineering	\$2,130.40
GENERAL FUND TOTAL	<u>\$348,561.32</u>

SEWER OPERATIONS

75 - Collections	\$15,300.32
77 - Lines	\$24,426.13
78 - Plant	\$55,349.73
SEWER TOTAL	<u>\$95,076.18</u>

02 - Parks Projects	\$1,939.67
04 - Library	\$1,335.25
07 - Park/Rec	\$12,543.25
12 - General & Community Assistance	\$315.31
13 - Motor Fuel Tax Fund	\$183,876.41
15 - Tort Liability Fund	\$16,353.25
20 - Campus Fund	\$30,880.75
22 - Sewer Repair & Replacement	\$6,800.00
24 - Sewer Const.	\$7,221.50
25 - Sewer Bond & Interest	\$1,021,184.61
30 - SSA	\$969.36
38 - TIF 3	\$9,489.50
72 - Narcotics	\$511.19
75 - TIF 17 E Main Street	\$3,964.10
77 - TIF 19 Frank Scott Parkway	\$37,799.69
78 - TIF 20 Rt 15/S Green Mnt	\$4,208.62

ALL FUNDS TOTAL	<u><u>\$1,783,029.96</u></u>
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VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
1168	BELLEVILLE EAGLE REALTY	01-00	420.00
AG009	AGPT DELAWARE LLC	01-00	30.00
CA125	CAMPOS, ALEJANDRA	01-00	60.00
CO121	CONCEPT REAL ESTATE	01-00	30.00
EC007	ECKERT'S COUNTRY STORE AND FARMS	01-00	3,804.95
EL042	ELGHANIAN, ELVELINE	01-00	30.00
GR097	GRIFFIN, ROBERT D	01-00	500.00
H3002	H3 CAPITAL REAL ESTATE	01-00	30.00
HO126	HOLMAN JR, MICHAEL	01-00	30.00
IN052	INVESTOR HOA SERVICES, LLC	01-00	120.00
NU012	NUETZEL, KATHLEEN	01-00	30.00
OF010	O'FALLON HARDWARE, LLC, NP PROPER	01-00	2,225.11
PA086	PAUL & JEANNE RENTALS LLC	01-00	60.00
PA109	PATON ENTERPRISES LLC	01-00	30.00
RA043	RA PROPERTIES	01-00	30.00
RE099	RENEW LIFE PROPERTIES LLC	01-00	60.00
SO050	SONOMA CAP RE FUND II, LLC	01-00	953.04
TH023	THIELEMAN, ELLEN	01-00	30.00
TY005	TYGRACON PROPERTIES, INC	01-00	30.00
UM001	UMB BANK - CORPORATE TRUST	01-00	135,755.22
WA090	WARD, ALLAN	01-00	30.00
**TOTAL			144,288.32
ADMINISTRATION			
3119	COMPUTYPE IT SOLUTIONS	01-50	747.79
551	ILLINOIS AMERICAN WATER	01-50	9,685.81
CH030	CHARTER COMMUNICATIONS	01-50	270.09
CO139	CONSTELLATION NEW ENERGY, INC	01-50	11,229.66
GR093	GRAYBAR FINANCIAL SERVICES	01-50	2,834.91
NO021	NOBLESIRE CARRIAGES, INC	01-50	3,757.50
TH067	THE HOWARD E NYHART COMPANY INC	01-50	4,200.00
UM001	UMB BANK - CORPORATE TRUST	01-50	10,499.13
UN049	UNITED INK	01-50	140.00
**TOTAL ADMINISTRATION			43,364.89
POLICE DEPARTMENT			
3521	BEE CONSULTING & COMPUTER SYSTEMS	01-51	900.00
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-51	100.00
365	WIRELESS USA	01-51	936.00
3728	DOBBS AUTO CENTERS, INC.	01-51	416.82
4902	AT & T	01-51	58.03
515	HOME-BRITE ACE HARDWARE	01-51	79.86
6122	VERIZON WIRELESS	01-51	1,965.60
AM063	AMAZON BUSINESS	01-51	979.79
AN038	ANDY'S AUTO BODY, TOWING & STORAG	01-51	1,000.00
AT012	AT & T MOBILITY	01-51	4.79
BU079	BUSEY BANK	01-51	3,268.48
CH030	CHARTER COMMUNICATIONS	01-51	212.18

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
POLICE DEPARTMENT			
EQ004	EQUIPMENT PROS INC	01-51	36.99
FA026	FACTORY MOTOR PARTS CO	01-51	838.59
GU026	GUARDIAN ALLIANCE TECHNOLOGIES, I	01-51	254.00
IL008	TECHNOLOGY MANAGEMENT REVOLVING F	01-51	323.70
IL038	ILLINOIS ASSOCIATION OF CHIEFS OF	01-51	265.00
IL079	ILLINOIS DEPARTMENT OF PUBLIC HEA	01-51	30.00
KI021	KIESLER POLICE SUPPLY, INC	01-51	5,872.00
MI109	MICRO CENTER A/R	01-51	1,251.94
MO104	MORTLAND'S SUPERIOR PRODUCTS, INC	01-51	75.72
OR001	O'REILLY AUTO PARTS	01-51	138.78-
UN027	UNIFIRST CORPORATION	01-51	25.84
WE022	WEIR WHOLESALE PARTS, LLC	01-51	368.47
WO016	WORD SYSTEMS INC	01-51	4,101.43
**TOTAL POLICE DEPARTMENT			23,226.45
FIRE DEPARTMENT			
1728	HEROS IN STYLE	01-52	360.00
182	BANNER FIRE EQUIPMENT INC	01-52	1,191.63
272	BUSTER'S TIRE MART	01-52	4,462.96
277	CAMPER EXCHANGE, INC.	01-52	411.49
3445	DAVE SCHMIDT TRUCK SERVICE	01-52	918.39
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-52	100.00
3697	PHELPS, LANCE	01-52	371.53
393	DUTCH HOLLOW JANITORIAL SUPPLIES	01-52	902.42
515	HOME-BRITE ACE HARDWARE	01-52	222.76
5891	WANGELIN, RICK	01-52	979.83
657	LEON UNIFORM COMPANY, INC.	01-52	137.50
726	CLEAN UNIFORM COMPANY	01-52	171.58
BU079	BUSEY BANK	01-52	6,602.90
BU087	BURROW, KELSEY	01-52	302.35
CH030	CHARTER COMMUNICATIONS	01-52	309.96
HA197	HAINES, ALEX	01-52	407.58
HO107	HOLIDAY INN CHAMPAIGN	01-52	2,869.90
HU076	HUDSON BLANKETS	01-52	6,240.00
KA017	KATES, JOSHUA	01-52	144.11
KU017	KUHL, ALEX	01-52	375.63
OR001	O'REILLY AUTO PARTS	01-52	210.02
RJ001	R J KOOL CO	01-52	87.00
RO118	ROBBINS, BRENDAN	01-52	308.07
TR057	TRUCK VAULT	01-52	4,109.69
UN040	UNDER PRESSURE LLC	01-52	210.00
**TOTAL FIRE DEPARTMENT			32,407.30
STREETS			
2384	HOMETOWN ACE HARDWARE	01-53	29.97
3445	DAVE SCHMIDT TRUCK SERVICE	01-53	467.57
419	JOHN FABICK TRACTOR COMPANY	01-53	1,301.50

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
STREETS			
4902	AT & T	01-53	55.39
515	HOME-BRITE ACE HARDWARE	01-53	147.86
7678	SHILOH VALLEY EQUIPMENT CO	01-53	189.92
CH030	CHARTER COMMUNICATIONS	01-53	179.26
DD002	D&D TIRE SERVICE LLC	01-53	415.00
DM001	DMS CONTRACTING INC	01-53	1,800.00
GE015	NAPA AUTO PARTS	01-53	1,284.72
G0005	GOODALL TRUCK TESTING	01-53	115.00
LA015	LAWSON PRODUCTS INC	01-53	107.48
OR001	O'REILLY AUTO PARTS	01-53	7.99
SU032	SUNBELT RENTALS, INC	01-53	270.16
UN027	UNIFIRST CORPORATION	01-53	378.88
**TOTAL STREETS			6,750.70
PARKS DEPARTMENT			
2192	SHERWIN - WILLIAMS CO.	01-54	87.76
2384	HOMETOWN ACE HARDWARE	01-54	14.99
4902	AT & T	01-54	165.10
515	HOME-BRITE ACE HARDWARE	01-54	174.83
551	ILLINOIS AMERICAN WATER	01-54	2,003.38
7678	SHILOH VALLEY EQUIPMENT CO	01-54	43.81
834	QUALITY RENTAL CENTER	01-54	280.00
AT012	AT & T MOBILITY	01-54	46.41
CH030	CHARTER COMMUNICATIONS	01-54	69.98
CJ001	C J GOODALL TIRE CO, INC	01-54	134.00
CO139	CONSTELLATION NEW ENERGY, INC	01-54	1,624.86
CU017	CULLIGAN/SCHAEFER WATER CENTERS	01-54	23.25
FI048	FINISHMASTER	01-54	11.95
OR001	O'REILLY AUTO PARTS	01-54	7.99
OW009	OWENS, KARI	01-54	30.00
ST009	ST CLAIR SERVICE COMPANY	01-54	228.00
SW002	SWANSEA ELECTRICAL SUPPLY	01-54	57.72
UN027	UNIFIRST CORPORATION	01-54	106.71
**TOTAL PARKS DEPARTMENT			5,110.74
CEMETERY DEPARTMENT			
BE030	BEL-CLAIR ELECTRIC, INC	01-55	1,700.00
UN027	UNIFIRST CORPORATION	01-55	86.26
**TOTAL CEMETERY DEPARTMENT			1,786.26
HEALTH & SANITATION			
1316	DOWNING SALES & SERVICE, INC	01-56	1,097.97
3445	DAVE SCHMIDT TRUCK SERVICE	01-56	10,594.64
402	EGYPTIAN WORKSPACE PARTNERS	01-56	26.98
CO073	COTTONWOOD HILLS RDF	01-56	43,391.22
G0005	GOODALL TRUCK TESTING	01-56	180.00

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
HEALTH & SANITATION			
HE086	HERITAGE-CRYSTAL CLEAN, LLC	01-56	112.50
MI091	MINTON OUTDOOR SERVICES INC	01-56	12,281.22
RE072	REPUBLIC SERVICES RECYCLING-SOUTH	01-56	5,428.57
ST043	ST LOUIS COMPOSTING INC	01-56	7,357.00
UN027	UNIFIRST CORPORATION	01-56	461.24
**TOTAL HEALTH & SANITATION			80,931.34
RCDS - BUILDING & ZONING DIVISIO			
989	STEIN AUTOMOTIVE. INC	01-61	50.48
FR042	FREEBURG PRINTING & PUBLISHING, I	01-61	80.00
**TOTAL RCDS - BUILDING & ZONING DIVISIO			130.48
RCDS - ECONOMIC DEVELOPMENT & PL			
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-62	100.00
402	EGYPTIAN WORKSPACE PARTNERS	01-62	244.54
FR042	FREEBURG PRINTING & PUBLISHING, I	01-62	70.00
**TOTAL RCDS - ECONOMIC DEVELOPMENT & PL			414.54
MAYOR			
3586	GREATER BELLEVILLE CHAMBER OF COMM	01-82	100.00
402	EGYPTIAN WORKSPACE PARTNERS	01-82	54.80
SO002	SWICOM	01-82	30.00
**TOTAL MAYOR			184.80
FINANCE			
OF004	OFFICE DEPOT	01-83	3.12
**TOTAL FINANCE			3.12
CLERKS			
402	EGYPTIAN WORKSPACE PARTNERS	01-85	93.30
903	W A SCHICKEDANZ AGENCY, INC.	01-85	30.00
AM054	AMERICAN LEGAL PUBLISHING CORP	01-85	1,575.60
**TOTAL CLERKS			1,698.90
MAINTENANCE			
214	BELLEVILLE SUPPLY COMPANY	01-87	151.20
2244	SWITZER FOOD & SUPPLIES	01-87	31.70
2435	GATEWAY INDUSTRIAL POWER	01-87	2,215.63
515	HOME-BRITE ACE HARDWARE	01-87	22.86
726	CLEAN UNIFORM COMPANY	01-87	136.66
BU079	BUSEY BANK	01-87	135.00
CH030	CHARTER COMMUNICATIONS	01-87	141.95
FR014	FROST ELECTRIC SUPPLY CO	01-87	202.92

VENDOR #	NAME	DEPT.	AMOUNT
01 GENERAL FUND			
MAINTENANCE			
LO035	LOCKS A 2 Z INC	01-87	38.00
MI078	MIDWEST ELEVATOR CO., INC	01-87	367.09
TE006	TECH ELECTRONICS	01-87	1,174.19
TR053	TRANE U S INC.	01-87	484.00
WE023	WEINLAND REFRIGERATION	01-87	1,031.88
**TOTAL MAINTENANCE			6,133.08
ENGINEERING			
402	EGYPTIAN WORKSPACE PARTNERS	01-88	5.50
AB006	ABSOPURE WATER CO	01-88	24.90
LO029	LOCHMUELLER GROUP	01-88	2,100.00
**TOTAL ENGINEERING			2,130.40
01 GENERAL FUND	GRAND TOTAL		348,561.32

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
02	PARKS PROJECT FUND		
BU079	BUSEY BANK	02-00	400.33-
HE077	HEARTLANDS CONSERVANCY	02-00	2,340.00
	**TOTAL		<u>1,939.67</u>
	02 PARKS PROJECT FUND	GRAND TOTAL	1,939.67

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
04	LIBRARY		
4902	AT & T	04-00	54.90
551	ILLINOIS AMERICAN WATER	04-00	68.98
CH030	CHARTER COMMUNICATIONS	04-00	254.97
CO139	CONSTELLATION NEW ENERGY, INC	04-00	956.40
	**TOTAL		----- 1,335.25
04	LIBRARY	GRAND TOTAL	1,335.25

VENDOR #	NAME	DEPT.	AMOUNT
=====			
07	PLAYGROUND AND RECREATION		
201	BELLEVILLE BOWLING & SPORTS SHOP	07-00	1,133.75
3119	COMPUTYPE IT SOLUTIONS	07-00	230.00
4782	SAM'S CLUB/SYNCHRONY BANK	07-00	434.86
4902	AT & T	07-00	51.03
5075	BICYCLE WORLD	07-00	254.99
551	ILLINOIS AMERICAN WATER	07-00	79.80
5565	CITIZENS PARK UMPIRES	07-00	2,790.00
BA090	BARNARD STAMP CO	07-00	77.75
BU079	BUSEY BANK	07-00	4,925.00
CO139	CONSTELLATION NEW ENERGY, INC	07-00	533.25
DA028	DA-COM CORPORATION	07-00	198.31
GR093	GRAYBAR FINANCIAL SERVICES	07-00	33.54
HI041	HICKMAN, MICHAEL C.	07-00	120.00
LE079	LET'S CELEBRATE DJS + VIDEOGRAPHY	07-00	200.00
OF004	OFFICE DEPOT	07-00	136.91
PI023	PITNEY BOWES GLOBAL FINANCIAL SER	07-00	159.06
RE098	REID, CARMEN	07-00	80.00
WA066	WARNING LITES OF SOUTHERN ILLINOI	07-00	1,105.00
	**TOTAL		12,543.25
	07 PLAYGROUND AND RECREATION	GRAND TOTAL	12,543.25

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
12	GENERAL & COMMUNITY ASSISTANCE		
BU079	BUSEY BANK	12-00	234.00
CU017	CULLIGAN/SCHAEFER WATER CENTERS	12-00	31.00
GR093	GRAYBAR FINANCIAL SERVICES	12-00	50.31
	**TOTAL		----- 315.31
12	GENERAL & COMMUNITY ASSISTANCE	GRAND TOTAL	315.31

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
2595	WISSEHR ELECTRIC, INC.	13-00	66.25
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,470.14
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	9,727.00
DM001	DMS CONTRACTING INC	13-00	143,975.04
EL001	ELECTRICO, INC.	13-00	4,105.04
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	23,532.94
	**TOTAL		183,876.41
13	MOTOR FUEL TAX FUND	GRAND TOTAL	183,876.41

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
15	TORT LIABILITY FUND		
EL001	ELECTRICO, INC.	15-00	16,261.25
ME089	MESIROW INSURANCE SERVICES, INC.	15-00	92.00
	**TOTAL		----- 16,353.25
	15 TORT LIABILITY FUND	GRAND TOTAL	16,353.25

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
20	CAMPUS FUND		
2102	AMEREN ILLINOIS	20-00	25,178.34
551	ILLINOIS AMERICAN WATER	20-00	2,202.41
MI091	MINTON OUTDOOR SERVICES INC	20-00	3,500.00
	**TOTAL		30,880.75
	20 CAMPUS FUND	GRAND TOTAL	30,880.75

VENDOR #	NAME	DEPT.	AMOUNT
21 SEWER OPERATION & MAINTENANCE			
SEWER COLLECTION			
AM007	AMERICAN WATER	21-75	1,581.45
ST013	STOOKEY TOWNSHIP	21-75	13,718.87
**TOTAL SEWER COLLECTION			15,300.32
SEWER LINES			
1423	EHRET PLUMBING & HEATING, INC.	21-77	18,089.61
371	DEVAN AUTOMOTIVE SERVICE	21-77	634.95
393	DUTCH HOLLOW JANITORIAL SUPPLIES	21-77	1,357.57
413	ERB TURF EQUIPMENT, INC.	21-77	5.60
515	HOME-BRITE ACE HARDWARE	21-77	35.52
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-77	261.98
CL019	C & L BACKHOE	21-77	3,412.00
GO005	GOODALL TRUCK TESTING	21-77	49.00
OR001	O'REILLY AUTO PARTS	21-77	343.13
PL011	PLUMBERS SUPPLY	21-77	51.13
UN027	UNIFIRST CORPORATION	21-77	185.64
**TOTAL SEWER LINES			24,426.13
SEWER PLANT			
214	BELLEVILLE SUPPLY COMPANY	21-78	335.36
272	BUSTER'S TIRE MART	21-78	90.67
402	EGYPTIAN WORKSPACE PARTNERS	21-78	151.56
413	ERB TURF EQUIPMENT, INC.	21-78	33.92
4902	AT & T	21-78	267.87
515	HOME-BRITE ACE HARDWARE	21-78	58.92
5317	GRAINGER, INC.	21-78	655.13
7141	AL'S AUTOMOTIVE SUPPLY, INC.	21-78	453.81
7591	USA BLUEBOOK	21-78	1,596.14
782	OVERHEAD DOOR COMPANY OF ST. LOUIS	21-78	2,254.90
8071	HACH COMPANY	21-78	1,757.46
8132	WASTE MANAGEMENT CORP SERVICES IN	21-78	703.36
AD023	A D LIFT TRUCK	21-78	49.30
CO139	CONSTELLATION NEW ENERGY, INC	21-78	30,050.47
EC009	ECC SUPPLY	21-78	72.15
EL013	ELECTRIC CONTROLS CO	21-78	1,092.50
GR093	GRAYBAR FINANCIAL SERVICES	21-78	201.24
HA143	HAWKINS, INC	21-78	5,314.29
HU069	HUELS OIL COMPANY	21-78	3,096.11
SI024	EVOQUA WATER TECHNOLOGIES LLC	21-78	7,009.65
UN027	UNIFIRST CORPORATION	21-78	104.92
**TOTAL SEWER PLANT			55,349.73
21 SEWER OPERATION & MAINTENANCE		GRAND TOTAL	95,076.18

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
22	SEWER REPAIR & REPLACEMENT FUND		
7678	SHILOH VALLEY EQUIPMENT CO	22-00	6,800.00
	**TOTAL		----- 6,800.00
	22 SEWER REPAIR & REPLACEMENT FUND GRAND TOTAL		6,800.00

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VENDOR #	NAME	DEPT.	AMOUNT
24	SEWER CONSTRUCTION FUND		
1547	THOUVENOT, WADE, & MOERCHEN INC	24-00	7,221.50
	**TOTAL		7,221.50
	24 SEWER CONSTRUCTION FUND	GRAND TOTAL	7,221.50

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
25	SEWER BOND AND INTEREST FUND		
6086	ILLINOIS ENVIRONMENTAL PROTECTION	25-00CY	1,021,184.61
	**TOTAL		1,021,184.61
25	SEWER BOND AND INTEREST FUND	GRAND TOTAL	1,021,184.61

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
30	SPECIAL SERVICE AREA		
551	ILLINOIS AMERICAN WATER	30-00	773.29
CO139	CONSTELLATION NEW ENERGY, INC	30-00	196.07
	**TOTAL		----- 969.36
	30 SPECIAL SERVICE AREA	GRAND TOTAL	969.36

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
38	TIF 3 (CITY OF BELLEVILLE)		
486	HANK'S EXCAVATING & LANDSCAPING,	38-00	2,075.95
EL001	ELECTRICO, INC.	38-00	4,598.79
KA009	KASKASKIA ENGINEERING GROUP LLC	38-00	2,814.76
	**TOTAL		9,489.50
	38 TIF 3 (CITY OF BELLEVILLE)	GRAND TOTAL	9,489.50

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
72	NARCOTICS		
BU079	BUSEY BANK	72-00	511.19
	**TOTAL		----- 511.19
	72 NARCOTICS	GRAND TOTAL	511.19

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
75	TIF 17 (EAST MAIN STREET)		
486	HANK'S EXCAVATING & LANDSCAPING,	75-00	3,964.10
	**TOTAL		----- 3,964.10
	75 TIF 17 (EAST MAIN STREET)	GRAND TOTAL	3,964.10

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
77	TIF 19 (FRANK SCOTT PARKWAY)		
UM001	UMB BANK - CORPORATE TRUST	77-00	37,799.69
	**TOTAL		----- 37,799.69
	77 TIF 19 (FRANK SCOTT PARKWAY)	GRAND TOTAL	37,799.69

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VENDOR #	NAME	DEPT.	AMOUNT
=====			
78	TIF 20 - RT. 15 / S. GREEN MT		
EC007	ECKERT'S COUNTRY STORE AND FARMS	78-00	4,208.62
	**TOTAL		4,208.62
	78 TIF 20 - RT. 15 / S. GREEN MT	GRAND TOTAL	4,208.62
	GRAND TOTAL FOR ALL FUNDS:		1,783,029.96
	TOTAL FOR REGULAR CHECKS:		1,712,283.42
	TOTAL FOR DIRECT PAY VENDORS:		70,746.54

PAYROLL BREAKDOWN AS PER G/L DISTRIBUTION REPORT
PAYROLL DATE: November 5, 2021

01 50	ADMINISTRATION	<u>\$17,157.93</u>
01 51	POLICE	<u>\$263,741.57</u>
01 52	FIRE	<u>\$233,157.18</u>
01 53	STREET	<u>\$44,590.90</u>
01 54	PARKS	<u>\$18,962.33</u>
01 55	CEMETERY	<u>\$4,292.28</u>
01 56	SANITATION	<u>\$36,652.07</u>
01 60	LEGAL	<u>\$7,355.01</u>
01 61	HOUSING DEPARTMENT	<u>\$24,992.03</u>
01 62	ECONOMIC DEVELOPMENT & PLANNING	<u>\$10,007.31</u>
01 82	MAYOR	<u>\$6,287.46</u>
01 83	FINANCE	<u>\$7,110.91</u>
01 84	HUMAN RESOURCE	<u>\$4,692.31</u>
01 85	CLERK	<u>\$8,427.01</u>
01 86	TREASURER	<u>\$3,128.05</u>
01 87	MAINTENANCE	<u>\$16,960.90</u>
01 88	ENGINEER	<u>\$5,801.30</u>
	TOTAL GENERAL FUND	<u>\$713,316.55</u>
4	LIBRARY	<u>\$33,865.51</u>
7	RECREATION	<u>\$12,533.33</u>
12	G & C ASSISTANCE	<u>\$4,016.60</u>
21 75	SEWER COLLECTIONS	<u>\$7,294.32</u>
21 77	SEWER LINES	<u>\$15,970.26</u>
21 78	SEWER PLANT	<u>\$45,527.96</u>
	TOTAL SEWER DEPARTMENT	<u>\$68,792.54</u>
	Employers' Portion of FICA (06-00-21500) CR	<u>\$33,476.57</u>
	*****TOTAL PAYROLL	<u>\$866,001.10</u>



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.

CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

October 27, 2021

City of Belleville Aldermanic Sewer Committee
City of Belleville
101 South Illinois Street
Belleville, IL 62220

RE: Phase 5 CSO Project – Letter of Recommendation for Notice of Award

Dear Aldermanic Sewer Committee:

On October 27, 2021, bids for the City of Belleville Phase 5 –CSO Disinfection Project were opened and read out loud at the City Clerk’s Office. The bidders and their bid prices are as follows:

Korte-Luitjohan Contractors, Inc.:	\$8,688,000.00
Plocher Construction:	\$8,720,000.00
Haier Plumbing and Heating:	\$9,690,000.00
L. Keeley Construction Co.:	\$9,900,000.00

The opinion of probable construction cost for this project was \$9,570,000. The low bid from Korte-Luitjohan Contractors, Inc. is \$ 882,000 below the opinion of probable cost. Looking at other construction projects, the increase in lumber has drastically affected contractors working on everything from transit systems to high-rise office buildings. Difficulties in acquiring several products, including softwood lumber, steel, copper, aluminum, insulation, roofing materials and PVC—in adequate quantities, with some suppliers even canceling original sales when other customers can pay more plague contractors. Building materials remain challenging to estimate and purchase, with materials pricing and lead times doubling over the last year in some cases. The current work environment is still very competitive, given the material supply issues.

Based upon the information provided herein, we hereby recommend to the sewer committee selection of Korte-Luitjohan Contractors, Inc. for a contract agreement to construct all work associated with the LTCP Phase 5 Project.

Respectfully,

Thouvenot, Wade & Moerchen, Inc.

Vicki L. Wade
Project Engineer

CC: Mr. Randy Smith, Director
Mr. Jay Godt, Assistant Director

Encl: Bid Tabulation



Gonzalez Companies, LLC
Construction Management – Civil Engineering
525 W Main Street, Ste. 125
Belleville, IL 62220
618-222-2221 Fax: 618-222-2225
www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF BELLEVILLE
ATTN: RANDY SMITH
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL 62220

DATE October 26, 2021

PROJECT BELLEVILLE LTCP PHASE 6 - FACILITY PLAN & DESIGN
PROJECT NO. TBD
DEPARTMENT Distribution/Collections
PROJECT TYPE Combined Sewer Overflow (CSO)

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and CITY OF BELLEVILLE hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with BELLEVILLE LTCP PHASE 6 - FACILITY PLAN & DESIGN, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The City of Belleville entered into a Long-Term Control Plan to eliminate combined sewer overflow (CSO) discharges with the Illinois Environmental Protection Agency (IEPA) in 2007. The City has constructed four previous phases of the LTCP and designed the fifth phase.

Phase 6 is focused on the CSOs at 66th and 88th Streets. The City determined that the 66th Street CSO was no longer active and has sealed that location. Gonzalez has been working with the City on the flow metering and planning stages for the 88th Street CSO location. In an effort to reduce the project construction costs, the City and Gonzalez have updated the discharge volume to be treated, based on flow metering, and also prepared a conceptual site plan to treat the CSO on-site, as opposed to pumping it to a new stormwater management basin. On behalf of the City, we have requested that the IEPA modify the requirements of Phase 6, as discussed and shown below in Figure 1.

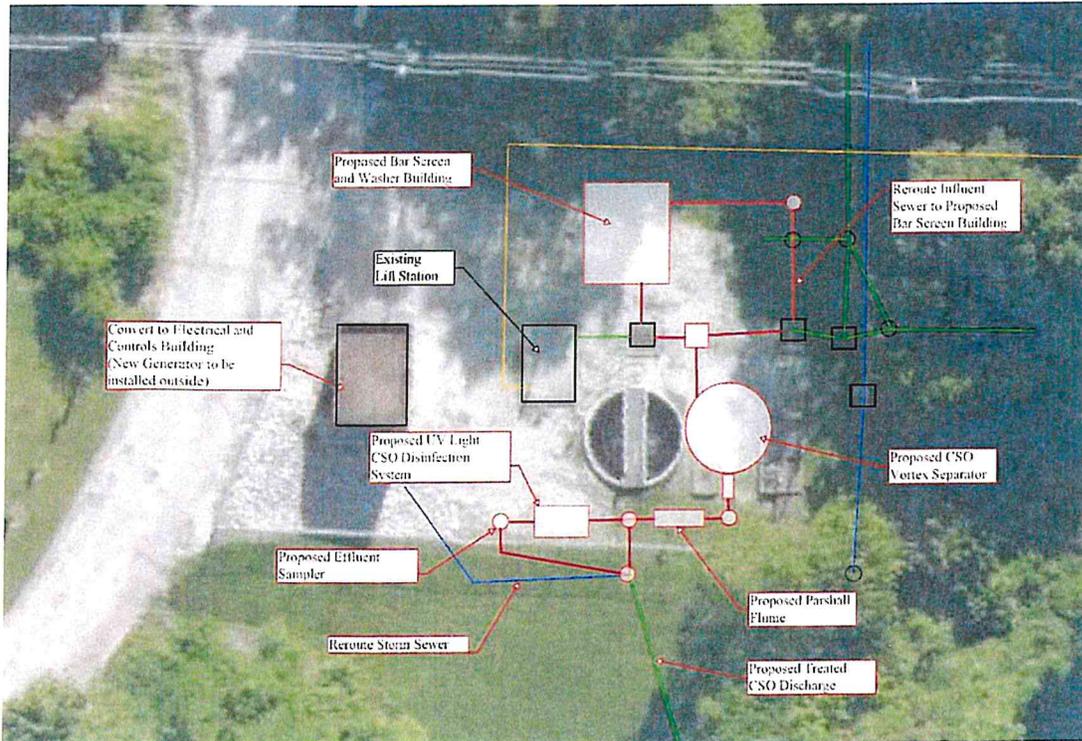


Figure 1: Conceptual Site Plan

TASK 1 FACILITY PLAN

ENGINEER will prepare an IEPA Facility Plan to allow the CLIENT to utilize the State Revolving Fund Loan Program to finance this project. The Facility Plan requirements include:

1. Loan applicant's background information, including location, historical population, makeup of customer base.
2. Conditions affecting growth, and 20-year design population/customer base.
3. Detailed description of the EXISTING collection system and treatment facilities, along with a clear identification for the need of the proposed project.
4. Basis of Design for Chosen Alternative. The preliminary engineering data should include, to the extent appropriate, flow diagrams, unit process descriptions, detention times, flow rates, unit capacities, etc. to demonstrate that the proposed project will be designed in accordance with 35 Ill. Adm. Code 370.
5. Provide information showing that prior to choosing a methodology for attaining the project's goal, both the cost and effectiveness of various alternatives were evaluated.
6. Inventory of environmental impacts of chosen alternative and a discussion of the measures required during design and construction to mitigate or minimize negative environmental impacts. The discussion should address at a minimum, rare and endangered species, historic and cultural resources, prime agricultural land, air and water quality, recreational areas, wetlands, floodplains, and other sensitive environmental areas.
7. Detailed cost estimate for the alternative selected.
8. Implementation plan for the proposed project including the anticipated construction schedule, financial arrangements for assuring adequate annual debt service and O, M, & R

- coverage requirements and a description of the dedicated source of revenue necessary for loan repayment. List any other funding involved in the project.
9. Detailed description of the existing residential rate structure, average water consumption or the basis for billing, current average monthly residential bill, any proposed rate changes, and the proposed average monthly residential bill as a result of the project.
 10. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
 11. Prepare a report which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends.

TASK 2 SURVEYING

ENGINEER will perform a site survey in sufficient detail to prepare construction documents. ENGINEER will establish horizontal control points and vertical benchmarks within the project site. The survey features include buildings, manholes, lift station, sanitary sewer structures, edge of pavement, edge of gravel, culverts, pipes, boxes, structures, drives, fences, and utilities, trees and landscaping located on the site.

ENGINEER does not anticipate the need for easements for this project. Should the need arise, a proposal will be made at a later time to provide easement documents at an additional fee.

ENGINEER will request a JULIE Design Locate to mark existing utilities on the site. Utilities shown on the plans will be approximate locations using marked locations, maps provided by utility companies and previous record drawings provided by the City. Additional potholing, hydroexcavation, or other subsurface utility investigation is not included in this scope of work. If required, we assume that any investigative test holes to locate existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.

TASK 3 GEOTECHNICAL

ENGINEER will explore the subsurface conditions for the PROJECT area at select locations and develop general design and construction recommendations for the earth-related phases of the project. ENGINEER will perform a total of up to four (4) geotechnical borings on the project site, focusing on the areas of the proposed major structures.

Results of the investigation and laboratory testing will be analyzed and compiled into a report, which will also include a geological overview of the PROJECT area, explanation of the site conditions, project area topography map, and boring location scheme, subsurface conditions, foundation considerations, and construction considerations.

TASK 4 DESIGN

ENGINEER will design the civil, structural, and electrical plans necessary to complete the PROJECT and construct the following new structures to allow CSO flows to be separated and treated at the 88th Street LS site.

- New Influent Screening Channel and Building
- New CSO Vortex Separator System
- New CSO Ultraviolet Light Disinfection System
- 88th Street LS Modifications and Pump Replacement
- Existing Building Modifications for Electrical and Control System Improvements
- New Diesel Engine Driven Generator

ENGINEER will coordinate with the CLIENT's chosen SYSTEMS INTEGRATOR (ECC) on the design of the control system and motor control center. ENGINEER will prepare electrical and controls drawings based on the information provided by ECC. ECC will provide technical specifications of the control system.

ENGINEER will prepare, for review and approval by CLIENT, Preliminary and Final Design Submittals consisting of Drawings and Specifications setting forth in increasing detail the Construction Work required. The Contract Documents will detail the civil design to identify, quantify, locate, and describe the Construction Work required. CLIENT's representative will provide written confirmation at each draft submittal that, in their opinion, the project is consistent with scope of work as described herein this AGREEMENT.

ENGINEER will provide two (2) copies of Submittal Documents at the Preliminary and Final Design levels for review by CLIENT. Generally, the design levels will be inclusive of the following items:

PRELIMINARY DESIGN

- ENGINEER will incorporate comments from the Conceptual Design
- ENGINEER will prepare preliminary design plans for CLIENT review
- ENGINEER will prepare Technical Specifications
- ENGINEER will prepare Opinion of Probable Construction Cost
- ENGINEER will organize an on-site meeting with applicable utility companies to review the plans and solicit feedback, if necessary
- ENGINEER will organize and conduct a review meeting with CLIENT

FINAL DESIGN

- ENGINEER will revise plan drawings and project specifications based on Design comments from CLIENT
- Plan drawings and specifications will be suitable for permit submittal and bidding
- ENGINEER's estimate of construction cost will be updated for CLIENT's use

TASK 5 BIDDING ASSISTANCE

ENGINEER will assist CLIENT in soliciting bids from Contractors to perform the proposed work. ENGINEER will:

- Assist CLIENT in preparing an advertisement to bid.
- Provide prospective bidders the opportunity to purchase bid plans and project manuals.
- Organize and conduct a pre-bid meeting
- Respond to Contractors' bid questions.

- Assist CLIENT at bid openings for the bid package and prepare the project bid tabulation.
- Review the submitted lowest bids for conformance to project specifications and provide the engineer's letter of recommendation to award the contract to the lowest qualified bidder.

TASK 6 – CONSTRUCTION SERVICES

Services during the construction phase are not included in the LUMP SUM fee of this agreement. If requested by the CLIENT, these services will be provided on a TIME AND MATERIAL basis using the ENGINEER's hourly rates at the time services are completed.

If requested by the CLIENT, the ENGINEER will provide construction staking associated with the PROJECT. Upon request, the ENGINEER will also provide contract administration duties associated with the PROJECT at the direction of the CLIENT assumed to be the following:

- Client and Contractor Coordination and Construction Plan Clarifications
- Shop Drawing Review
- On-Call Inspection Assistance

ASSUMPTIONS AND CLARIFICATIONS

This agreement is based on the following assumptions and clarifications.

1. CLIENT will provide a written notice to proceed for the work.
2. This scope of work does not include environmental, wetlands, endangered species, or archaeological surveys.
3. Potholing, hydroexcavation, or other means of subsurface utility investigation or subsurface utility engineering (SUE) is not included in this scope of work. If required, it is assumed that any investigative test holes for locating existing utilities that may assist in the preparation of the design documents will be performed or contracted by CLIENT separate of this agreement.
4. This agreement does not include assistance for the negotiation or acquisition of property or easements.
5. CLIENT shall be responsible for payment of all applicable permit application fees.
6. ENGINEER assumes that CLIENT will be involved during the course of the project including, but not limited to the following, activities:
 - a. Provide ENGINEER with available record information related to the PROJECT.
 - b. Attend design review meetings, along with other meetings and site visits as required.
 - c. Provide timely approval of deliverables from ENGINEER.
 - d. Plan, coordinate, and facilitate public meetings as required.
 - e. Attend pre-bid meeting, review addenda, and open bids.
 - f. Review the bid evaluation and recommendation of award provided by ENGINEER.
 - g. Provide final approval of pay requests after initial review by the ENGINEER.

SECTION 3 TIME FOR PERFORMANCE

DELIVERABLE SCHEDULE

Mutually agreeable deliverable dates shall be coordinated with the CLIENT.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform tasks 1 through 5 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of six hundred twenty-seven thousand dollars (627,000.00 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will provide services for task 6 within SECTION 2 SCOPE OF WORK SERVICES at an additional TIME AND MATERIAL fee based upon the ENGINEER's hourly rates at the time the service is completed and as directed by the CLIENT.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 700
St. Louis, MO 63144-1339

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF BELLEVILLE
ATTN: RANDY SMITH
450 ENVIRONMENTAL DRIVE
BELLEVILLE, IL 62220

SECTION 5 INCORPORATION OF EXHIBITS

The following documents are attached hereto and incorporated herein by this reference.

Exhibit A Professional Service Rates
Exhibit B Terms and Conditions

SECTION 6 ACCEPTANCE

This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 1 day of NOVEMBER, 2021.

GONZALEZ COMPANIES, LLC

CITY OF BELLEVILLE

Richard Patrick Judge

Authorized client representative

Richard Patrick Judge, P.E.

Patty Gregory
Print name

Managing Principal

Mayor
Print title

10/26/2021
Date

Date

TERMS & CONDITIONS

January 1, 2019

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Illinois or if agreed in writing with CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Furthermore, CLIENT/OWNER may terminate this Agreement for its convenience and without cause by giving no less than ten (10) business days written notice to ENGINEER. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near

the project site in connection with ENGINEER's services under this Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, superseding and controlling over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed \$3,000,000, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2017.

21. LIMITATION OF DESIGN ALTERNATIVES

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

22. GRAPHICS CONTROL

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.



MEMO

TO: Master Sewer Committee
FROM: Randy E. Smith, Sr. - Director *RS*
DATE: November 1, 2021
SUBJECT: Replacement Truck

I am requesting to waive the bid process to purchase one (1) new pickup truck to replace the vehicle that was totaled. This vehicle is from the state bid process from Tri-Ford, Inc. for \$33,909.00.

The city has purchased vehicles the last three years by utilizing the bid process.

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Belleville, Illinois hereinafter referred to as the “Grantor” and Spectrum Mid-America, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “City Council” or “Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of Illinois.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during

its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith

that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor a quarterly franchise fee in an amount equal to five percent (5 %) of the quarterly Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.2.1 Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar quarter the franchise fees required by this section. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5111-42-11.05 (Franchise Fees Subject to Audit). Any audit shall be conducted in accordance with generally applicable auditing standards. The City and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5111-42-11.05.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld

or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor

shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14
Miscellaneous Provisions

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 14.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:	City of Belleville Attn: Mayor 101 S. Illinois Street Belleville, IL 62220
Email:	pgregory@belleville.net
Grantee:	Charter Communications Attn: Director of Government Affairs 3030 Roosevelt Avenue Indianapolis, IN 46218
Email:	LeeAnn.Herrera@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 601 Massachusetts Avenue NW, Suite 400W Washington, DC 20001

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public

rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20____.

City of Belleville, Illinois

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 20____, subject to applicable federal and State law.

Spectrum Mid-America, LLC

By: Charter Communications, Inc., its Manager

Print Name:

Title

THE STATE OF ILLINOIS
COUNTY OF ST. CLAIR

KNOW ALL BY THESE PRESENT

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE CITIES OF EAST ST. LOUIS AND BELLEVILLE, AND COUNTY OF ST. CLAIR, IL

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 25th day of October, 2021, by and between the City of East St. Louis, by and through its governing body, the City Council, hereinafter referred to as the City of East St. Louis, and the City of Belleville, acting by and through its governing body, the City Council, hereinafter referred to as City of Belleville, and the County of St. Clair acting by and through its governing body, the County Board, hereinafter referred to as St. Clair County, State of Illinois, witnessed:

Whereas, this Agreement is made under the authority of the Illinois Intergovernmental Cooperation Act (5 ILCS 22-01 ET SEQ.):

Whereas, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

Whereas, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

Whereas, ALL parties agree to the joint allocation of \$51,506.00 to be divided as follows, East St. Louis shall receive \$17,539.00, the City of Belleville shall receive \$16,428.00 and St. Clair County shall receive \$17,539.00 from the JAG award for the 2021 Program; and

WHEREAS, the CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds

NOW THEREFORE, the East St. Louis, Belleville, and St. Clair County agree as follows:

Section 1.

East St. Louis agrees to use \$17,539*****

St. Clair County agrees to use \$17,539.00*****

Belleville agrees to use \$16,428.00*****

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against St. Clair County other than claims for which liability may be imposed by Tort Claims Act.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against Belleville other than claims for which liability may be imposed by Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against East St. Louis other than claims for which liability may be imposed by Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to the Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

Each participating unit of government must provide proof of auto insurance for any vehicles purchased using funds from this grant. A copy of each entities insurance policy **MUST** be provided to St. Clair County prior to receiving any funds to purchase vehicles. Participating entities will upon change or renewal of auto insurance policies submit supplemental documentation to St. Clair County Government.

APPROVED

ATTEST

Date _____
Mayor of Belleville, IL

Date _____
City Clerk of Belleville, IL

Date _____
Mayor of East Saint Louis, IL

Date _____
City Clerk of East Saint Louis, IL

Date _____
Board Chairman of St. Clair County, IL

Date _____
County Clerk of St. Clair County, IL

APPROVED AS TO FORM:

Date _____
City Attorney, Belleville, IL

Date _____
City Attorney, East. Saint Louis, IL

Date _____
State's Attorney, St. Clair County, IL

Former Lindenwood Campus Security Camera Proposal Comparison

Company	Quote
Utilitra	\$ 79,070.86
Computype	\$ 80,807.00

Recommended

Utilitra

200 Lakefront Parkway PO Box 158
Edwardsville, IL 62025
(618) 797-9003
<https://www.utilitra.com/>

UTILITRA

We have prepared a quote for you

Lindenwood Cannabis Center

PREPARED FOR

City of Belleville

PREPARED BY

Haley Ridenhour

(618) 797-9003
haley@utilitra.com
<https://www.utilitra.com/>

UTILITRA

Friday, November 05, 2021

City of Belleville
Scott Markovich
101 South Illinois St
Belleville, IL 62220
smarkovich@belleville.net

Dear Scott,

Utilitra, is a diverse and certified-female owned business that brings affordable enterprise-level technology and services to businesses and institutions throughout the Greater St. Louis metropolitan area.

Including the technology division, Utilitra employs nearly 250 full-time staff in the region.

Best-of-breed voice, video, computing and networking technologies; managed and project-based IT services (Technology Division);
Utility-scale gas, meter installation and maintenance, electrical and fiber optic design; utility locating; and gas installation (Utility Division);
Project-based accounting; fleet management; human resources; and risk management for construction, utility, and allied firms (Management Services).
By integrating with skilled technology professionals, designers, engineers, project managers, and business specialists from across Utilitra's divisions, we provide our customers the benefit of a coordinated multidisciplinary team for the design and maintenance of their infrastructure, eliminating inefficiencies in the design process, increasing utility while lowering costs.

Utilitra builds strong and lasting relationships with customers, partners and suppliers. Our service landmarks are 1) meaningful bidirectional stakeholder communication, and 2) superior quality control throughout the project lifecycle. These landmarks drive our processes from conception through design, implementation, maintenance, and growth, and ensure that our services are thoroughly aligned with customers' desired outcomes

Direct Mailing Address:
Utilitra LLC
200 Lakefront Parkway
Edwardsville, IL 62025

Invoicing POC:
Laura Doll
618-797-9003
laurad@utilitra.com

Service POC:
Haley Ridenhour
618-500-1101
haley@utilitra.com

Summary of Proposer's Qualifications:

Utilitra partners with industry leading vendors for training, testing and certification of project engineers, specialist and technicians

(618) 797-9003
haley@utilitra.com
<https://www.utilitra.com/>

UTILITRA

across our portfolio of offerings. We have an on-staff BICSI RCDD, Axis and Genetec Certified Engineers, and over 50 years of combined Cisco expertise and experience.

*The Genetec server quoted is spec'd out to serve as a stand alone system that is federated into the Belleville Police Department system.

Installation:

Utilitra has 34 industry technology experts that will design, implement and support your security project. These technology experts carry industry certifications from Axis, Genetec, and Cisco. We also have an RCDD on-staff to certify the project design and assist with all aspects of project implementation.

Utilitra will be subcontracting work to J.F. Electric for all cabling and camera mounting. J.F. Electric employs IBEW union trained electricians.

***Utilitra will warranty the entire system for 90 days after the completion of installation, programming and completion of the project. This warranty will include all equipment, labor and installation of the Axis cameras and Genetec hardware and software that is completed by Utilitra and/or JF Electric. Warranties that are directly tied to the Axis cameras and Genetec hardware/software are further explained below. Utilitra will warranty all physical installation of the cameras and server for twelve (12) months. This excludes any cabling, networking or work that is not done by Utilitra and/or JF Electric. This does not include any damage that is weather related, intentional or caused by vandalism.**

After the 90 days, our Time and Material (T/M) service rate is \$125/hour for any non-warranty covered work. Utilitra does not have a minimum hourly requirement for the T/M rate.

Utilitra does offer additional service agreements.

Warranties:

All Axis camera and access control hardware comes with a **5-year standard** manufacturer's warranty. Additional information can be found at <https://www.axis.com/support/warranty-and-rma>

*Utilitra is a **Gold Partner** with Axis Communications which allows us to get Advanced Replacement on all Axis cameras that are within warranty. The Advanced Replacement will ensure that the campus would not go without critical camera coverage while the camera is undergoing maintenance.

Utilitra will facilitate all warranty returns within the scope of this work.

Genetec:

This proposal includes a **1 Year** Genetec Advantage which includes technical support from Genetec which has a renewal every year.

*Genetec Advantage includes software upgrades, premium support and system monitoring. Software upgrades provides access to the latest releases which will increase the value of your security investment along with new capabilities like improved performance and usability, security updates and expanded third-party integrations. Genetec Advantage allows for live assistance

(618) 797-9003
haley@utilitra.com
<https://www.utilitra.com/>

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with Genetec during business hours, prioritized support requests for faster response times and an unlimited number of cases.

This proposal includes:

- Genetec server and licensing
- Cameras for outdoor replacements
 - This tab includes 3 different cameras and mounting accessories needed to install project
- Subcontracting labor
 - This includes the installation of cameras.
- Labor
 - This will include Utilitra to provide programming of outdoor cameras, aim and focus cameras, troubleshooting cameras, and training.

Thank you,

Haley Ridenhour

Haley Ridenhour
Account Manager
Utilitra

Genetec

Description	Price	Qty	Ext. Price
Software Version Software Version	\$0.00	1	\$0.00
Genetec Security Center (GSC) Base Package - Version 5.10 Genetec Security Center (GSC) Base Package - Version 5.10 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content respectively.	\$0.00	1	\$0.00
GSC Omnicast™ Professional Package GSC Omnicast™ Professional Package which includes: Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support, Max. 250 cameras, Max. 10 clients, Max. 20 Archivers	\$896.09	1	\$896.09
Camera Connection (1) Licensing	\$182.39	100	\$18,239.00
Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year Advantage for 1 Omnicast Pro Camera – 1 year duration	\$32.51	100	\$3,251.00
1 Federated Security Center 4.0 (or higher) Directory connec 1 Federated Security Center 4.0 (or higher) Directory connection. Must purchase Omnicast(tm) or Synergis(tm) Enterprise Package or AutoVu(tm) Standard	\$1,100.00	1	\$1,100.00
Streamvault Archvie Server Streamvault 2011E series - 2U 14 Bay Streamvault Appliance 72TB (1) Xeon Silver 4210 16GB RAM (2) 240GB M.2 SSD (9) 8TB SATAHDD (2) 1GbE RJ45 Ports (2) 750W PSU Windows Server 2016, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genetec Security Center pre-installed. License sold separately.	\$11,037.95	1	\$11,037.95
Streamvault Server Accessory 8GB RAM	\$254.98	2	\$509.96
Subtotal:			\$35,034.00

Outdoor Cameras

Description		Price	Qty	Ext. Price
AXIS P3719-PLE 15 Megapixel HD Network Camera - Color - Dome - 3 mm Varifocal Lens - 2x Optical - Recessed Mount, Corner Mount		\$1,352.58	16	\$21,641.28
AXIS T94N01D Ceiling Mount for Network Camera		\$75.29	16	\$1,204.64
Axis T91A64 Corner Bracket - 55.12 lb Load Capacity		\$66.82	16	\$1,069.12
AXIS T91D61 Camera Mount for Surveillance Camera - 33 lb Load Capacity		\$71.09	16	\$1,137.44
AXIS P3245-LVE 2 Megapixel HD Network Camera - Color - Dome - 131.23 ft - MJPEG, H.264/MPEG-4 AVC, H.265/MPEG-H HEVC - 1920 x 1080 - 3.40 mm- 8.90 mm Varifocal Lens - 2.6x Optical - RGB CMOS - Conduit Mount, Ceiling Mount, Pendant Mount, Pole Mount, Wall		\$605.47	8	\$4,843.76
AXIS T94P01B Mounting Bracket for Surveillance Camera		\$68.43	8	\$547.44
AXIS P3715-PLVE 2 Megapixel HD Network Camera - Dome - 49.21 ft - H.264, H.264 (MPEG-4 Part 10/AVC), MJPEG - 1920 x 1080 - 3 mm Varifocal Lens - 2x Optical - RGB CMOS - Junction Box Mount, Pendant Mount, Conduit Mount, Parapet Mount, Wall Mount, Ceiling M		\$778.71	2	\$1,557.42
patch cables		\$2.76	26	\$71.76

Outdoor Cameras

Description	Price	Qty	Ext. Price
<p>Project Labor</p> <p>Utilitra labor includes the following:</p> <ul style="list-style-type: none"> • Manage project start to finish for turnkey installation. • Install Genetec Servers. • Add IP Axis cameras to system and work with contractor to aim and focus new cameras • Create layout maps for each site for ease of finding cameras and footage • Build user groups and set permissions according to customer specifications. • Train customer on system use for technical administration portion (Config tool) • Train end users on system (Security Desk Software) • Install client software as needed • Tie cameras to doors if card access is incorporated with the project. <p>Exclusions:</p> <ul style="list-style-type: none"> • Physical Installation of Cameras • Structural Cabling or Conduit • Alarm System Interconnection • Power 120vac • IT Closet Plywood sheathing • Main Building Ground • Electrical Permits and Inspection fees • Asbestos / Lead abatement • PoE Switches • Access Panels • Roof Penetrations, guarantees • Installation, repair or replacement of owner furnished materials • Replacement of Damaged Ceiling tiles 	\$5,000.00	1	\$5,000.00
<p>Labor & material</p> <p>JFT will provide:</p> <ul style="list-style-type: none"> • JFT will mount 26 total exterior cameras as shown on the drawing sent by Utilitra. • JFT will provide and install seal tight and supports as need from each existing outside box. 	\$6,964.00	1	\$6,964.00

Outdoor Cameras

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • JFT will use existing cable left in each outside box for all camera locations. (If cables are not in box as indicated and JFT has to go in and out of buildings to get cabling outside this will be done on • T&M basis. IF JFT has to do any trouble shooting of the existing cabling and connections this will be on a T&M basis as well since owner stated all cabling was good). • JFT will run 3/4" conduit for the 2 cameras on the sports building by the football field to get existing camera locations moved out to the corners. • Utilitra will provide patch cables for each Camera for JFT to run through seal tight into the New Camera. • JFT will use Utilitra's bucket for this project to keep bucket truck cost out of JFT's cost. • JFT will provide one Alternate to install 1 paramount on the hotel and pull new cable for this. This will have to be exposed conduit inside and out since there is drywall and no drop ceilings. <p>Exclusions and their associated cost:</p> <ul style="list-style-type: none"> • Bonding • LEED Participation • Minority Participation • Temporary construction facilities (Phone, Fax and Internet) • Cameras, mounts, camera equipment of any kind • Fire alarm system • Grounding • Voice cabling/backbone/fiber • Access control • A/V, projectors, white boards, televisions, etc. and their associated backing and mounting • Wireless Access Points (equipment and cabling) • Patch cords • Patch panels • Bucket truck • Groundman for lifts • Racks/housings/wire management • Switches/Ups (equipment) • Cable tray • Power 120vac • Main building ground to telephone board • Cutting, patching, patching and removal • Asbestos/lead testing and abatement • Warranty, repair, or replacement of owner furnished materials • Any work outside listed scope of work • Electrical permits and inspection fees • Stamped engineered drawings with errors and omission fees 			

(618) 797-9003
haley@utilitra.com
<https://www.utilitra.com/>



Outdoor Cameras

Description	Price	Qty	Ext. Price
• Premium time (Standard work hours are 7-3:30 M-F)			
		Subtotal:	\$44,036.86

(618) 797-9003
haley@utilitra.com
https://www.utilitra.com/

UTILITRA

Lindenwood Campus Genetec



Prepared by:
Utilitra
Haley Ridenhour
(618) 797-9003
haley@utilitra.com

Prepared for:
City of Belleville
101 South Illinois St
Belleville, IL 62220
Scott Markovich
(618) 233-6810
smarkovich@belleville.net

Quote Information:
Quote #: IS002458
Version: 1
Delivery Date: 11/05/2021
Expiration Date: 10/22/2021

Quote Summary

Description	Amount
Genetec	\$35,034.00
Outdoor Cameras	\$44,036.86
Subtotal:	\$44,036.86
Total:	\$79,070.86

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Terms are Net 30 days.

Utilitra

City of Belleville

Signature: Haley Ridenhour
Name: Haley Ridenhour
Title: Account Manager
Date: 11/05/2021

Signature: _____
Name: Scott Markovich
Date: _____

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: D Bossy Boutique

Application Filed: 07/21/2021

48-AUG21 – D Bossy Boutique: Request for a Sign Installation Permit in the Area of Special Control for 15 S. High Street (08-21.0-445-036) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 155.052, 155.053) Ward 6.

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovian
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

(A) Relationship of the graphic to the building or premises, particularly in terms of scale. In no case shall a graphic cover or interrupt major architectural details such as columns, friezes, and door and window heads.

(B) Similarity or dissimilarity of the graphic's size and shape to that of other graphics in the area.

(C) Compatibility of the type of illumination (if any) with the "period look" to be achieved. For example, neon tube lighting except in very unusual cases would not be compatible with a "Gay 90's period" look.

(D) Compatibility of the materials used in constructing the graphic with the materials of other graphics in the area. For example, an aluminum graphic might not be compatible with a wooden graphic.

(E) Compatibility of the graphic's mode of erection with that of other graphics in the area. For example, a free-standing graphic would likely be a jarring note if the vast majority of the other graphics were flush-mounted.

(F) Any other reasonable criteria which the Board may devise, subject to the approval of the City Council

48-AUG21: A motion was made to APPROVE the Request for a Sign Installation Permit in the Area of Special Control for 15 S. High Street by Steve Zimmerman. It was seconded by Mitoshia Scott. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Request for a Sign Installation Permit in the Area of Special Control be **GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Magdalena Gilpin

Application Filed: 08/20/2021

56-SEP21 – Magdalena Gilpin: Request for a Special Use Permit for outdoor dining at 310 East Washington Street (Parcel number: 08-22.0-346-012) located in a "C-2" Heavy Commercial District. (Applicable portion of zoning code: 162.248, 162.515) Ward 6

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovian
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- (1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
- (2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- (3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- (4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

56-AUG21: A motion was made to APPROVE the Request for a Special Use Permit for outdoor dining at 310 East Washington Street by Don Rockwell. It was seconded by Mitoshia Scott. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the Request for a Special Use Permit for outdoor dining **GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT OF 5-0.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Carlos M. Burns

Application Filed: 08/27/2021

58-SEP21 – Carlos M. Burns: Request for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 133 Lucinda Avenue (08-22.0-229-029) located in an “A-1” Single-Family Residence District (Applicable section of the zoning code: 162.094, 162.515) Ward 1

Present Zoning: A-1 Single-Family Residence District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovian
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- 1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
- 2) Whether the proposed special use is consistent with the city’s Comprehensive Plan;
- 3) The effect the proposed special use would have on the value of neighboring property and on the city’s overall tax base;
- 4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- 5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

58-SEP21: A motion was made to APPROVE the request to operate a Bed and Breakfast (Air B & B) at 133 Lucinda Avenue IN THE NAME OF THE APPLICANT ONLY by Steve Zimmerman. It was seconded by Mitoshia Scott. With all present members voting in the affirmative. The motion carried 5-0.

IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use Permit to operate a Bed and Breakfast (Air B & B) be GRANTED IN THE NAME OF THE APPLICANT ONLY BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Storybook Homes Real Estate, LLC

Application Filed: 09/16/2021

59-OCT21 – Storybook Homes Real Estate, LLC: Request for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 619 North Charles Street (08-22.0-123-028) located in an “A-1” Single-Family Residence District (Applicable section of the zoning code: 162.094, 162.515) Ward 2

Present Zoning: A-1 Single-Family Residence District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: Angie Zahn
Bella Fears
Gabrielle Almgren
Mercedes Gonzales
Tracy Richwine

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovian
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- 1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
- 2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- 3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- 4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- 5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

59-SEP21: A motion was made to APPROVE a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 619 North Charles Street by Don Rockwell. It was seconded by Mitoshia Scott. With all present members voting in the affirmative. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that the requested Special Use Permit to operate a Bed and Breakfast (Air B & B) be **GRANTED BY A UNANIMOUS VOTE OF ALL MEMBERS PRESENT.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Jasmine Brooks

Application Filed: 09/24/2021

60-OCT21 – Jasmine Brooks: Request for a Special Use Permit for a Liquor License at 8201-8205 West Main Street (07-01.0-110-037) located in a “C-2” Heavy Commercial District. (Applicable section of the zoning code: 162.248, 162.515) Ward 4.

Present Zoning: C-2 Heavy Commercial District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: Patricia McMillan

Objectors: Mary Pertzborn

Additional public comments: None

Aldermen Present: Raffi Ovia
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- (1) Whether the proposed design, location and manner of operation of the proposed special use will adequately protect the public health, safety and welfare, and the physical environment;
- (2) Whether the proposed special use is consistent with the city's Comprehensive Plan;
- (3) The effect the proposed special use would have on the value of neighboring property and on the city's overall tax base;
- (4) The effect the proposed special use would have on public utilities and on traffic circulation on nearby streets; and
- (5) Whether there are any facilities near the proposed special use (such as schools or hospitals) that require special protection.

60-OCT21 : A motion was made to APPROVE the Request for a Special Use Permit for a liquor license at 8201-8205 West Main Street in the name of the Applicant only by Steve Zimmerman. It was seconded by Mitoshia Scott. Voting went as follows: Deborah Brennan-nay, Mitoshia Scott-aye, Steve Zimmerman-aye, Don Rockwell-aye, Chairman Nollman-aye. The motion carried 4-1.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Request for a Special Use Permit for a Liquor License in the name of the Applicant only be **GRANTED BY A VOTE OF ALL MEMBERS PRESENT OF 4-1.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Caitlin Aasen

Application Filed: 09/27/2021

61-OCT21 – Caitlin Aasen: Request for a Use Variance Permit to allow agricultural production (garden) at 600 Wabash Ave (08-27.0-224-008) located in an “A-1” Single-Family Residence District (Applicable sections of the zoning code: 162.096, 162.094, 162.570) Ward 7

Present Zoning: A-1 Single-Family Residence District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovia
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- (1) The proposed variance is consistent with the general purposes of this chapter (see Section 162.001); and
- (2) Strict application of the district requirements would result in great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property; and
- (3) The proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- (4) The plight of the applicant is due to peculiar circumstances not of his or her own making; and
- (5) The peculiar circumstances engendering the variance request are not applicable to other property within the district and, therefore, that a variance would be a more appropriate remedy than an amendment (rezoning); and
- (6) The variance, if granted, will not alter the essential character of the area where the premises in question are located, nor materially frustrate implementation of the city's Comprehensive Plan.

61-OCT21: A motion was made to APPROVE the Request for a Use Variance Permit to allow agricultural production (garden) at 600 Wabash Ave by Don Rockwell. It was seconded by Mitoshia Scott. With all present members voting in the affirmative. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Request for a Use Variance Permit to allow agricultural production (garden) be **GRANTED BY A VOTE OF ALL MEMBERS PRESENT OF 5-0.***

Director

Date

ZONING BOARD OF APPEALS, CITY OF BELLEVILLE, ILLINOIS

ADVISORY REPORT

Application for Amendment: Afshin Alimiri and Sabrina Alstat

Application Filed: 09/27/2021

62-OCT21 – Afshin Alimiri and Sabrina Alstat: Request for an Area/Bulk Variance to construct a home on a non-conforming lot at 401 North 40th Street (08-17.0-105-027) located in an “A-1” Single-Family Residential District. (Applicable sections of the zoning code: 162.092, 162.570) Ward 3

Present Zoning: A-1 Single-Family Residential District

Meeting Held: 11/02/2021

Publication in News Democrat: 10/18/2021

Supporters: None

Objectors: None

Additional public comments: None

Aldermen Present: Raffi Ovian
Bryan Whitaker
Johnnie Anthony
Carmen Duco

Witnesses having been sworn, evidence presented and the Board fully advised in the premises, the Board has considered the following:

- (1) The proposed variance is consistent with the general purposes of this chapter (see Section 162.001); and
- (2) Strict application of the district requirements would result in great practical difficulties or hardship to the applicant, and prevent a reasonable return on the property; and
- (3) The proposed variance is the minimum deviation from such requirements that will alleviate the difficulties/hardship, and allow a reasonable return on the property; and
- (4) The plight of the applicant is due to peculiar circumstances not of his or her own making; and
- (5) The peculiar circumstances engendering the variance request are not applicable to other property within the district and, therefore, that a variance would be a more appropriate remedy than an amendment (rezoning); and
- (6) The variance, if granted, will not alter the essential character of the area where the premises in question are located, nor materially frustrate implementation of the city’s Comprehensive Plan.

62-OCT21: A motion was made to APPROVE the Request for an Area/Bulk Variance to construct a home on a non-conforming lot at 401 North 40th Street by Steve Zimmerman. It was seconded by Mitoshia Scott. With all present members voting in the affirmative. The motion carried 5-0.

*IT IS THEREFORE the recommendation of the Zoning Board of Appeals that a Request for an Area/Bulk Variance to construct a home on a non-conforming lot be **GRANTED BY A VOTE OF ALL MEMBERS PRESENT OF 5-0.***

Director

Date

City of Belleville - Program Comparison Summary - 2021/22 Renewal Year

Carrier	Option 1		Option 2		Option 3	
	Expiring Safety National/Liberty Mutual	ICRMT	Safety National/Liberty Mutual	Liberty Mutual - Indication	2020/2021	2021/2022
	Expiring Premium	Renewal Premium	Renewal Premium	Renewal Premium		
	\$100k SIR Liability	\$100k SIR Liability	\$250k SIR Liability	\$250k SIR Liability		
Cyber Liability	13,793	Included	TBD	TBD		
Property	189,212	Included*	242,724	\$	216,183	
Inland Marine	Included	Included	Included		Included	
Crime	1,978	Included	1,979	\$	1,979	
General Liability	42,979	Included	58,571	\$	155,000	
Business Auto - Incl APD	75,670	Included	93,682	\$	105,000	
Law Enforcement	87,340	Included	60,739	\$	32,000	
Primary Excess Layer	77,469	Included	54,163	\$	145,000	
Public Officials Liability	60,284	Included	69,421	\$	25,000	
Employment Practices	Included	Included	Included	\$	62,000	
Secondary Excess Liability - \$5M x \$5M	N/A	747,344	252,000		Included	
Property & Liability Premium	548,725	747,344	833,279	\$	742,162	
Workers Compensation						
Carrier	IPRF	ICRMT	IPRF	IPRF		
	\$250k SIR	\$250k SIR	\$250k SIR	\$250k SIR		
Workers Compensation Premium	342,617	254,536	335,659	\$	335,659	
Est. Claims Handling Expense	\$36,000	Incl	\$36,000		\$36,000	
Estimated Loss Funding for \$150k x \$100	N/A	N/A	100,000	\$	100,000	
Total	927,342	1,001,880	1,304,938	\$	1,213,821	



CITY OF BELLEVILLE, ILLINOIS



DEPARTMENT OF PUBLIC WORKS
STREETS, SANITATION, CEMETERY OPERATIONS, AND PARKS MAINTENANCE
512 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
Phone: (618) 233-6810
www.belleville.net

11/4/2021

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to waive the formal bidding procedure and purchase a used 2020 John Deere 6120M 4WD tractor and a new 22' Rear Cradle Diamond Boom mower with a 50" rotary head from Shiloh Valley Equipment Co for a total cost of \$141,507.35. The tractor will be one year old with a maximum of 350 hours on it. The cost savings over the comparable new tractor will be approximately \$12,000. The mower will be shared between several departments including Streets, Parks, Cemetery, and Wastewater as needed.

Respectfully submitted,

Jason R. Poole

Director of Public Works



Quote Summary

Prepared For:
CITY OF BELLEVILLE
101 S ILLINOIS ST
BELLEVILLE, IL 62220
Business: 618-233-6810

Prepared By:
Jerrod Haas
Shiloh Valley Equipment Co.
4050 East Highway 161
Belleville, IL 62221
Phone: 618-744-0433
lgsales@shiloh-valley.com

Quote Id: 25553059
Created On: 02 November 2021
Last Modified On: 03 November 2021
Expiration Date: 02 December 2021

Equipment Summary	Selling Price	Qty	Extended
2020 JOHN DEERE 6120M Cab Tractor - 1L06120MALG983395	\$ 141,507.35 X	1 =	\$ 141,507.35
Equipment Total			\$ 141,507.35

Quote Summary	
Equipment Total	\$ 141,507.35
SubTotal	\$ 141,507.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 141,507.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 141,507.35

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 25553059

Customer: CITY OF BELLEVILLE

2020 JOHN DEERE 6120M Cab Tractor - 1L06120MALG983395				
Hours:	0			
Stock Number:				
				Selling Price
				\$ 141,507.35
Code	Description	Qty	Unit	Extended
4297L	6120M CAB PQ+ 4WD TRACTOR	1	\$ 83,495.00	\$ 83,495.00
Dealer Attachments				
DBM-C-N	Quote for 22' Rear Cradle Boom with 50" Rotary Head	1	\$ 56,559.25	\$ 56,559.25
BL16242	Front Auxilary Drive Pulley	1	\$ 1,453.10	\$ 1,453.10
	Dealer Attachments Total			\$ 58,012.35
	Value Added Services Total			\$ 0.00
	Suggested Price			\$ 141,507.35
Customer Discounts				
	Customer Discounts Total		\$ 0.00	\$ 0.00
Total Selling Price				\$ 141,507.35

CITY OF BELLEVILLE, ILLINOIS



DEPARTMENT OF PUBLIC WORKS
STREETS, SANITATION, CEMETERY OPERATIONS, AND PARKS MAINTENANCE
512 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62220-1509
Phone: (618) 233-6810
www.belleville.net

11/4/2021

Finance Committee and City Council:

The Public Works Dept is requesting permission from the Finance Committee and the City Council to award the informal bid to Green Wave Consulting LLC in the amount of \$19,000 for the removal of the underground storage tanks (USTs) from the City owned property located at 801 Royal Heights Rd. Proposal to include the proper permits through the Office of the State Fire Marshall. The tanks were originally owned by St. Clair County. They are approaching 30 years of age which is the requirement to have them removed if they are no longer in use. Thirty years is also the life expectancy of these types of tanks. We have transitioned to above ground storage tanks to meet our needs.

Respectfully submitted,

Jason R. Poole

Director of Public Works

Underground Storage Tank Removal

Company Name					Proposal Amount	
Green Wave Consulting					\$19,000	
NPN Environmental					\$21,500	
Environmental Works					\$21,719	



July 27, 2021

City of Belleville
101 South Illinois Street
Belleville, IL 62226

RE: UST DE-COMMISSIONING & ENVIRONMENTAL CONSULTING AGREEMENT
UST Removal and OSFM Reporting
City of Belleville / 801 Royal Heights Road
Facility # 6024434
GWC Proposal #21-1228

Green Wave Consulting, LLC ("GWC") respectfully submits the following Agreement for UST De-Commissioning and Environmental Consulting Services. Our proposal reflects a professional, cost effective and safety conscious approach to complete your remediation project.

UST DE-COMMISSIONING

A permit will be secured through the OSFM for removal of the USTs. Any materials inside of the USTs will be properly disposed as a regulated waste. GWC will decommission the USTs, excavate, remove and dispose tanks and materials located inside of the USTs.

ENVIRONMENTAL CONSULTING

GWC will supervise and document the UST and disposal activities in accordance with the OSFM and IEPA protocols. GWC will utilize a photoionization detector to help determine the extent of contamination by field screening the soils for volatile hydrocarbon vapors. GWC will obtain soil confirmation samples and have them analyzed for the appropriate LUST indicator constituents.

Upon the receipt of the laboratory analytical results, GWC will prepare and submit to the Office of the State Fire Marshal its required Site Assessment form. If an incident is required to be reported, a separate proposal will be provided to deal with the Leaking Underground Storage Tank Unit of the Illinois EPA.

UST REMOVAL COST PROPOSAL

It is proposed to properly decommission the underground storage tanks located at the property. The underground piping to the UST will be properly removed. The open excavation areas will be filled to grade.

TOTAL COST:

\$ 19,000.00

ADDITIONAL COSTS

- 1) Special waste liquids removal and disposal \$750 trip fee + \$0.60/gallon (for free liquids needing to be pumped from tanks) – if USTs have less than 1", no charge will occur

TERMS OF THE AGREEMENT

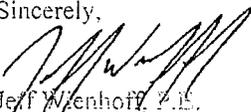
We will commence work on this project once we receive a signed copy of this proposal, which will serve as our professional services agreement (the "Agreement"). GWC and the Client have agreed upon the following terms with regard to this agreement, exclusively.

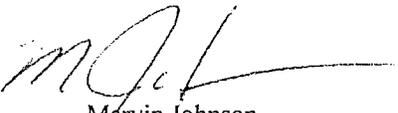
1. All project invoices for our professional services conducted during the completion of this project are payable upon receipt of invoice. Payment is required prior to providing removal certification and site assessment to the OSFM (30 days after completion of removal).
2. GWC is not responsible for damage to or repair of any underground electrical lines or conduits or any other unmarked underground utilities.
3. GWC will return removed materials to open excavation and fill to grade. Replacement of any pavement is not included in this proposal.
4. GWC and Client expressly acknowledge and agree that in the event Client fails to comply with the terms of this Agreement without limitation including the foregoing restriction and covenant or any other obligation contained herein, GWC shall have the right to seek specific performance of the restriction and covenant and the right to pursue any remedy allowable at law under the Agreement. If any action or proceeding is brought by a party to this Agreement to interpret the provisions hereof or to enforce either party's respective rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party therein, in addition to all other remedies, all costs incurred by the prevailing party in such action or proceeding, including reasonable attorneys' fees.

This proposed Agreement is valid for a period of thirty (30) days.

We appreciate the opportunity to submit this proposal to you for your approval. Should you have any questions or require additional information, please do not hesitate to call Marvin at (618) 322-8935. We look forward to working with you on this project.

Sincerely,


 Jeff Wenhoff, P.E.
 Sr. Professional Engineer


 Marvin Johnson
 Sr. Project Manager

Proposal 21-1228 consisting of two (2) pages, including this Signature Page, is accepted and the Terms of this are agreed by:

Client: City of Belleville

Green Wave Consulting, LLC (GWC)

NAME: _____

SIGNATURE: _____

DATE: _____

Clean Company Bi-Weekly Contract Analysis

		Current Contract		Proposed Contract	
Service	Quantity	Rate Per	Extended Price	Rate Per	Extended Price
Dust Mop 30 Green/Red	26	\$ 1.58	\$ 40.95	\$ 1.10	\$ 28.60
Dust Mop FS36	8	\$ 2.5250	\$ 18.82	\$ 1.80	\$ 14.40
Super Towel 50/50	200	\$ 0.121	\$ 24.20	\$ 0.10	\$ 20.00
Inventory Maintenance			\$ 15.97		\$ 15.97
Energy Charge			\$ 14.75		\$ 10.00
Environmental Charge			\$ 21.97		\$ 13.00
		Current Pricing	\$ 136.66	Proposed Pricing	\$ 101.97



Service Agreement

No. 40025956



Customer City Hall Of Belleville

Address 101 S Illinois

City Belleville State IL Zip 62220-0000

Telephone No. (618) 233-6810 Fax No. (618) 233-6779

Date of Agreement

New Agreement Renewal Agreement

Clean Uniform Company
1316 South Seventh Street
St. Louis, MO 63104

Upon the Terms and Conditions set forth on page 2 of this Agreement, Supplier agrees to provide to Customer, and Customer Agrees to accept, all of Customer's requirements for the Goods and Services as provided under this Agreement, including, without limit, uniforms, textiles, and industrial laundry services, in the quantity and frequency, and at the Unit Price and charges as follows:

Table with 4 columns: Description of Goods and Services, Frequency, Inventory Issued, Unit Price. Includes handwritten entries like '24in dust mops', '36in dust mops', 'super towels', 'Energy Charge - Amount', and 'Environmental Charge - Amount'.

This Agreement may be executed in any number of counterparts and delivered by fax or scanned PDF via email, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Customer

Supplier: Clean Uniform Company

By Customer Authorized Signature

By Supplier Authorized Signature

By Supplier General Manager

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

TERMS AND CONDITIONS

36 04

- 1. Term. This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire 36 consecutive months thereafter. This Agreement shall renew automatically for similar successive 36-month terms unless Customer or Supplier serves upon the other written notice of non-renewal at least 90 days, but no more than 120 days, before expiration of the then-current term. The term of this Agreement shall be extended, and Supplier shall not be deemed in breach of this Agreement, in the event, and for the duration, of any interruption of service due to strike, lockout, fire, explosion, lack of product availability, act of God, or other cause beyond Supplier's control.
2. Cancellation. Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 60 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 60-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.
3. Payment. The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. Route Service Representatives do not accept payments. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Special Order Goods Charge, inventory maintenance, budget protection, environmental, energy, fuel, nonstandard sizing, minimums, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.
4. Rate Adjustments. Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase.
5. Unreturned or Damaged Goods. All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods (except Special Order Goods) supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration or cancellation of this Agreement, Customer shall return all Goods (except Special Order Goods) to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges then in effect at the time of such expiration or cancellation for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.
6. Special Order Goods. The term "Special Order Goods" means all Goods that are specially manufactured for Customer. Special Order Goods include, but are not limited to, all non-stock Goods and all Goods (including flame-resistant and high visibility garments, mat and cabinets) with: (i) direct embroidery or silk screening; (ii) non-standard style, sizing (e.g., tall or long), color, striping, material, or emblem size and/or placement; and/or (iii) any other non-standard alteration, customization, or personalization (e.g., Customer specific names, emblems logos, or insignas) that makes the Goods not reusable by Supplier. Customer agrees to pay either a Special Order Goods Charge for all Special Order Goods in service under this Agreement or the replacement charge then in effect for any Special Order Goods that are removed from service for any reason (including expiration or cancellation of this Agreement). Budget protection does not cover Special Order Goods.
7. Remedies. Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all replacement charges and all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.
8. Venue; Applicable Law. This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Missouri without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the Missouri state courts located in the City of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri for purposes of any suit arising out of or relating to this Agreement. The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.
9. Assignment. This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.
10. Disclaimer. Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant, adequate for Customer's use or intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholder(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation, or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer representation or warranty. SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs), regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort, (including but not limited to, negligence and strict liability), or otherwise.
11. Notice. The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.
12. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

Customer

Supplier: Clean Uniform Company

By _____
Customer Authorized Signature

By _____
Supplier Authorized Signature

By _____
Supplier General Manager

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date

LU Women's dorm FA monitoring

Planned Service Agreement



Johnson Controls Fire Protection
11360 Lackland
St Louis MO 63146
United States of America

Proposal presented on:
10-11-2021

The Power behind your mission





SERVICE SOLUTION

Customer:
City of Belleville IL
Date: 11-Oct-21
Proposal #: CPQ-125614
Term: 1-Nov-21 to 31-Oct-22

Service Location:
LU Womens dorm
100 S 23rd St
Belleville IL 62226-6769

Billing Customer:
City of Belleville IL
101 S ILLINOIS ST

BELLEVILLE IL 62220-2105

**Johnson Controls Fire
Protection LP
Sales Representative:**
Christi Castonguay
11360 Lackland
St Louis, MO 63146
christi.castonguay@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

<u>SERVICE/PRODUCT DESCRIPTION</u>	<u>QUANTITY</u>	<u>FREQUENCY</u>	<u>INVESTMENT</u>
SYSTEM-FA-SIMPLEX 4010			
SIMPLEX PROG 4010 SYSTEM			
ALARM & DETECTION- MONITORING			
ALARM & DETECTION- MONITORING Total:			\$600.00



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Belleville IL** and is effective **1-Nov-21** (the "Effective Date") to **31-Oct-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
 Dept. CH 10320
 Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* _____ **Initials**
PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$600.00 - Proposal # : CPQ-125614

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	11/01/2021 - 10/31/2022	\$600.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

City of Belleville IL

Signature: _____
 Print Name: _____
 Title: _____
 Phone#: _____
 Fax #: _____
 Email: _____
 PO#: _____
 Date: _____

Johnson Controls Fire Protection LP

ChristiCastonguay
 Phone #: _____
 Fax #: _____
 License #: _____
 Authorized
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,

consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER**

UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services.** Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/los>.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,**

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND

(2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY RECEIVE THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE

LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. **COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

19. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration

for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. License Information (Security System Customers): AL: Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR: Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA: Alarm company operators are licensed and regulated by the

Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Mens dorm FA monitoring

Planned Service Agreement



Johnson Controls Fire Protection
11360 Lackland
St Louis MO 63146
United States of America

Proposal presented on:
10-11-2021

The Power behind your mission





SERVICE SOLUTION

Customer:
City of Belleville IL
Date: 11-Oct-21
Proposal #: CPQ-131794
Term: 1-Nov-21 to 31-Oct-22

Service Location:
LU Mens dorm
2301 W Main St
Belleville IL 62226

Billing Customer:
City of Belleville
101 S Illinois St
Belleville, IL 62220

Johnson Controls Fire Protection LP
Sales Representative:
Christi Castonguay
1360 Lackland
St Louis, MO 63146
christi.castonguay@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

<u>SERVICE/PRODUCT DESCRIPTION</u>	<u>QUANTITY</u>	<u>FREQUENCY</u>	<u>INVESTMENT</u>
SYSTEM-FA-SIMPLEX 4010ES SIMPLEX 4010ES FIRE ALARM PANEL ALARM & DETECTION- MONITORING		City of Belleville IL	\$600.00



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Belleville IL** and is effective **1-Nov-21** (the "Effective Date") to **31-Oct-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
 Dept. CH 10320
 Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* _____ **Initials**
PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$600.00 - Proposal # : CPQ-131794

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	11/01/2021 - 10/31/2022	\$600.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

City of Belleville IL

Signature: _____
 Print Name: _____
 Title: _____
 Phone#: _____
 Fax #: _____
 Email: _____
 PO#: _____
 Date: _____

Johnson Controls Fire Protection LP

ChristiCastonguay
 Phone #: _____
 Fax #: _____
 License #: _____
 Authorized
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,

consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive Infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshooting wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER

UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE

LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

19. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration

for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. **B. Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the

Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Main campus FA monitoring

Planned Service Agreement



Johnson Controls Fire Protection
11360 Lackland
St Louis MO 63146
United States of America

Proposal presented on:
10-11-2021

The Power behind your mission





SERVICE SOLUTION

Customer:
City of Belleville IL
Date: 11-Oct-21
Proposal #: CPQ-131791
Term: 1-Nov-21 to 31-Oct-22

Service Location:
LU Main Campus Bldg
2600 W Main St
Belleville IL 62226

Billing Customer:
City of Belleville
101 S Illinois St
Belleville, IL62220

**Johnson Controls Fire
Protection LP
Sales Representative:**
Christi Castonguay
11360 Lackland
St Louis, MO 63146
christi.castonguay@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

<u>SERVICE/PRODUCT DESCRIPTION</u>	<u>QUANTITY</u>	<u>FREQUENCY</u>	<u>INVESTMENT</u>
SYSTEM-FA-SIMPLEX 4100U SIMPLEX PROG 4100U SYSTEM ALARM & DETECTION- MONITORING		City of Belleville IL	\$600.00



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Belleville IL** and is effective **1-Nov-21** (the "Effective Date") to **31-Oct-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
 Dept. CH 10320
 Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* _____ **Initials**
PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$600.00 - Proposal # : CPQ-131791

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	11/01/2021 - 10/31/2022	\$600.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

City of Belleville IL

Signature: _____
 Print Name: _____
 Title: _____
 Phone#: _____
 Fax #: _____
 Email: _____
 PO#: _____
 Date: _____

Johnson Controls Fire Protection LP

ChristiCastonguay
 Phone #: _____
 Fax #: _____
 License #: _____
 Authorized
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,

consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an actively resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER**

UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/generalinfo>.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,**

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE

LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. **COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

19. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration

for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the

Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Lynx Lodge FA monitoring

Planned Service Agreement

Johnson Controls Fire Protection
11360 Lackland
St Louis MO 63146
United States of America

Proposal presented on:
10-11-2021

The Power behind your mission





SERVICE SOLUTION

Customer:
City of Belleville IL
Date: 11-Oct-21
Proposal #: CPQ-131792
Term: 1-Nov-21 to 31-Oct-22

Service Location:
LU Lynx Lodge
2120 W Main St
Belleville IL 62226

Billing Customer:
City of Belleville
101 S Illinois St
Belleville, IL 62220

**Johnson Controls Fire
Protection LP
Sales Representative:**
Christi Castonguay
11360 Lackland
St Louis, MO 63146
christi.castonguay@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

<u>SERVICE/PRODUCT DESCRIPTION</u>	<u>QUANTITY</u>	<u>FREQUENCY</u>	<u>INVESTMENT</u>
SYSTEM-FA-SIMPLEX 4010ES SIMPLEX 4010ES FIRE ALARM PANEL ALARM & DETECTION- MONITORING		City of Belleville IL	\$600.00



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of Belleville IL** and is effective **1-Nov-21** (the "Effective Date") to **31-Oct-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* _____ **Initials**
PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$600.00 - Proposal # : CPQ-131792

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	11/01/2021 - 10/31/2022	\$600.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

City of Belleville IL

Signature: _____
Print Name: _____
Title: _____
Phone#: _____
Fax #: _____
Email: _____
PO#: _____
Date: _____

Johnson Controls Fire Protection LP

ChristiCastonguay
Phone #: _____
Fax #: _____
License #: _____
Authorized _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental,

consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an act of terrorism resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER

UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/tos>.

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE

LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. **COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

19. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration

for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. **B. Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the

Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



City of Belleville

City of Belleville - 1Gb DIA (former Lindenwood Campus)

October 29, 2021

Prepared by: Mark La Barba

10/29/2021

Scott Markovich,

Thank you for the opportunity to provide this proposal for Clearwave Service over Fiber. Based on the information provided in your request for a quote, we have developed the following proposal for you to consider.

City of Belleville

Proposed Service Plan

City of Belleville / Old Lindenwood Campus				
Line Description / Term / Location Z	Qty	Sales Price	Monthly	One Time
Fiber Facility - Enterprise (24 Month Term)				
. Fiber Facility - One Time Installation Charge	1	\$0.00	\$0.00	\$0.00
Dedicated Internet Access (DIA) (36 Month Term)				
. 1000 Mbps DIA	1	\$3,000.00	\$3,000.00	\$0.00
. Discount Amount (Data)	1	(\$1,232.00)	(\$1,232.00)	\$0.00
Totals for Monthly and One-Time Installation Recurring Charges: Pricing does not include monthly taxes, if applicable.			\$1,768.00	\$0.00

Grand Totals for Monthly and One-Time Installation Recurring Charges: Pricing does not include monthly taxes, if applicable.			\$1,768.00	\$0.00
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Service Descriptions

Dedicated Internet Access (DIA)	Dedicated Internet Access over Fiber. Features synchronous upload and download speeds, dedicated bandwidth, and guaranteed performance and reliability.
Fiber Facility - Enterprise	The actual construction of optical fiber to the premise for Enterprise service.
Term	Term Liability Agreement commences upon signing of agreement and remains in force through continuous (months listed above) of billing for service. Carrier network equipment necessary to terminate and connect services will be provided by Clearwave and will remain property of Clearwave. Customer will be responsible for repair or replacement of equipment for any damage or loss due to any cause, including acts of God, excluding normal manufacturer defects and warranty covered repairs. See Master Service Agreement for complete terms and conditions.
Equipment	Necessary equipment needed to connect Fiber Services will be provided by Clearwave and will remain property of Clearwave. (See Terms / Other for replacement cost)
Pricing	Pricing is valid for 30 days from the date of this proposal. Pricing is valid through 3/22/22. Pricing does not include monthly taxes, if applicable. Taxes and regulatory fees are always subject to change. Any changes to the proposed service configuration(s) may void entire pricing proposal.

The Clearwave Fiber Advantage:

- Customized, cost-effective solutions designed to fit your specific needs
- Robust and scalable connectivity
- State-of-the-art, self-healing, redundant fiber optic ring architecture
- 24x7x365 monitoring for optimal network performance and reliability

- World-class data center and collocation facilities
- Locally staffed, enterprise level customer support
- One source, one bill, one phone number to call

Thank you for giving Clearwave Communications the opportunity to provide you with this proposal.

Sincerely

Mark La Barba

Customer Care: (877) 552-9283

Cell:

Office: 618-477-9587

Email: mlabarba@corp.clearwave.com

Communications Solutions Proposal

Prepared by:

Tim Monroe

MAE - Government & Education



The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law. If you and/or your agents or representative make any unauthorized disclosure, Charter shall be entitled to revoke this proposal, terminate any associated agreement without liability and to seek damages and/or injunctive relief arising from such unauthorized disclosure. This proposal is an estimate for discussion purposes only and is not intended to give rise to binding obligations for either party.

Spectrum
ENTERPRISE

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Introduction

Thank you for considering Spectrum Enterprise for your communications technology needs. This proposal outlines a solution that addresses the needs and requirements we have discussed. It also provides an overview of our service delivery process and other relevant information.

I will schedule a time to review the details of this proposal with you, however, please contact me in the meantime with any questions.

I look forward to speaking with you soon about how we can partner to help you achieve your goals.

Regards,

Tim Monroe
MAE - Government & Education

Office: (314) 858-3593

Cell:

Email: timothy.monroe@charter.com

Company Overview

Technology unlocks powerful opportunities for business success. With competition at an all-time high, you need technology that doesn't just keep up, but puts you ahead.

Spectrum Enterprise, a part of Fortune 100 company Charter Communications, provides the digital infrastructure your business needs to drive success. Our secure and scalable technology portfolio includes wide area network (WAN), Internet, managed services, voice and TV solutions.

Technology and expertise that exceeds expectations

Dense fiber reach nationwide	<ul style="list-style-type: none">• 32 metros across 41 states• 217,000+ fiber-lit buildings• 230,000+ fiber-route miles
Deep expertise	<ul style="list-style-type: none">• Fiber and IT infrastructure solutions• Over two times more active MEF-certified professionals than all other top Ethernet providers combined
Committed to delivering quality experiences	<ul style="list-style-type: none">• One team = one experience• Unparalleled service level agreements (SLAs)• Self-service portals• Network Operations Center
Recognized for solution and service excellence	<ul style="list-style-type: none">• Ranked #1 for 'Ease of doing business' by ATLANTIC-ACM• MEF 2019 award-winner• TMC 2019 SD-WAN Implementation award-winner• INTERNET TELEPHONY 2020 Hosted Call Center Excellence award

The right partner for your digital journey

Spectrum Enterprise has invested over \$2 billion to support client progress, and we continue to add over 50 fiber-lit buildings to our network every day. Our goal is to increase client access to our national fiber network. We are doing that by absorbing the costs of fiber construction for the majority of enterprise buildings within our footprint.

We're committed to ensuring an exceptional client experience, and we put the needs of our clients at the center of everything we do. With national reach, committed teams and proven expertise, we can connect you and go beyond your expectations.

We invite you to join us as we turn the promise of digital technology into progress.



Proposed services – features and benefits



Certain features subject to availability. Please consult with your sales representative for details.



New and revised services and monthly charges at: 2600 W Main St , Belleville IL 62226				
Product	Quantity	Sales price	Contract term	Monthly price
ENT-SBPP Static IP 1 #244	1	\$14.99	Month to Month	\$14.99
ENT-Spectrum Business Internet 1G w/o WiFi (Only) - Includes Discount - Total \$249.99	1	\$249.99	Month to Month	\$249.99
Total*:			\$264.98	
*Prices do not include taxes, surcharges, and/or fees				

One-time charges at: 2600 W Main St , Belleville IL 62226			
Product	Quantity	Sales price	Price
ENT-Business Int 1G Install - Single Play	1	199	199
Total*:		\$199.00	
*Prices do not include taxes, surcharges, and/or fees			

Summary

Spectrum Enterprise is fully committed to providing you with the solutions that are right for your unique needs, and delivering a seamless experience through installation and beyond. From our exceptionally reliable, scalable fiber technology solutions to our highly skilled and certified team, we are well-positioned to help you meet your needs not only today, but in the future as your business evolves.

We look forward to helping your company achieve its full potential by not only providing you with the right digital infrastructure, but by establishing a long-term partnership that delivers support and expertise you can count on.

THE SPECIFICATIONS AND INFORMATION REGARDING THE SERVICES IN THIS DOCUMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL STATEMENTS, INFORMATION, AND RECOMMENDATIONS IN THIS DOCUMENT ARE BELIEVED TO BE ACCURATE BUT ARE PRESENTED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USERS MUST TAKE FULL RESPONSIBILITY FOR THEIR APPLICATION OF ANY SERVICES.

Third party trademarks are the property of their respective owners.

Spectrum Enterprise services*

<p>Fiber Internet Access</p>	<p>Leverage the power of fiber</p> <p>Dedicated fiber connection, not shared, for consistent performance with symmetrical bandwidth where downloads and uploads are equally as fast.</p>	<p>Ensure reliable performance</p> <p>High performance and availability for your mission-critical applications is assured by a competitive service level agreement (SLA).</p>	<p>Meet your growth needs</p> <p>Speeds are easily scalable to meet your evolving business needs.</p>
<p>Wireless Internet Backup</p>	<p>Seamless and secure connection</p> <p>In the event of a network or power interruption, we provide seamless, automatic failover and failback to an encrypted 4G wireless signal. This ensures there are no internet service disruptions so your organization can remain productive.</p>	<p>End-to-end service and support</p> <p>Wireless Internet Backup includes everything your organization needs, including wireless hardware and battery backup, at no additional cost to you. We also manage the service for you, starting from installation, and we provide 24/7/365 U.S.-based support.</p>	<p>Cost-effective wireless backup</p> <p>Wireless Internet Backup has unlimited data and no overage fees, enabling you to wirelessly connect as long as you need to without impacting your budget.</p>
<p>Wireless Internet</p>	<p>Internet access</p> <p>Provide connectivity for point-of-sale systems, network equipment management, WAN integration and more.</p>	<p>Business continuity</p> <p>Gain peace of mind knowing that your organization will continue to operate through an interruption when configured as an alternate connection or backup.</p>	<p>Rapid installation</p> <p>Quickly deploy internet access to any of your locations, including rural, remote and hard-to-reach sites.</p>
<p>Ethernet</p>	<p>Assure network performance</p> <p>Our competitive service level agreement (SLA) exceeds industry specifications and ensures the network is meeting performance objectives.</p>	<p>Connect your locations</p> <p>Ethernet can cost effectively connect your locations with secure, point-to-point, point-to-multi-point, or multi-point-to-multi-point topologies.</p>	<p>Scale your network</p> <p>Quickly increase bandwidth to meet changing business requirements.</p>
<p>Cloud Connect</p>	<p>Improve performance</p> <p>Access to public clouds is faster and more consistent with high performance, service level agreement (SLA)-backed, dedicated connectivity.</p>	<p>Reduce risk</p> <p>Private connectivity protects against disruptive intrusions and malicious attacks.</p>	<p>Simplify cloud connectivity</p> <p>Easily link multiple cloud environments to any network resource.</p>

<p>Managed SD-WAN</p>	<p>Adapt to different workloads</p> <p>Application-aware, intelligent routing steers and prioritizes traffic, maximizing network performance so that applications and different workloads get the performance, reliability and security necessary.</p>	<p>Improve insight and control</p> <p>A centralized approach to network management through an intuitive portal providing real-time insight into network performance, traffic and utilization. Access tools to create or adjust network performance parameters based on the needs of each location.</p>	<p>Enable configurability</p> <p>Utilize a wide range of configurations to meet your needs such as all IP/Layer 3, Layer 2 over IP or a hybrid SD-WAN integrated with a native Layer 2 Ethernet network.</p>
<p>Wavelength Services</p>	<p>A smart, cost-effective option for high-capacity requirements</p> <p>Consider Wavelength Services if you're in search of very high transport speeds — but not the cost and complexity of owning and operating dedicated network infrastructure. It efficiently converges network services, including WAN and Internet access, while keeping capital expenses to a minimum.</p>	<p>Keep your most valuable data secure</p> <p>Wavelength Services provides a non-shared, point-to-point circuit for connecting locations. Traffic passes seamlessly across the network, separated from other data streams and encapsulated inside a wavelength frequency.</p>	<p>Speeds designed to power productivity</p> <p>Delivering speeds up to 100 Gbps, Wavelength Services offer more bandwidth and low-latency data transmission without handling frames or packets, providing the data-intensive transport your organization needs to run critical business applications.</p>
<p>Managed WiFi</p>	<p>Enable scalability</p> <p>Leverage the high-speed connectivity of our Internet service and allocate the appropriate bandwidth to support different usage needs at one location or across a large campus environment.</p>	<p>Manage end-to-end WiFi</p> <p>Simplify local network infrastructure and minimize administration effort with industry experts to install, manage and maintain WiFi infrastructure and online portals to view WiFi performance.</p>	<p>Ensure network performance</p> <p>A highly competitive service level objective (SLO) helps ensure optimal network performance and availability to support mission-critical wireless operations.</p>
<p>Managed Router Service</p>	<p>Ensure network continuity</p> <p>Gain insight into network performance and improve reliability and uptime of WAN connections with up-to-date equipment that identifies and corrects issues.</p>	<p>Enable a connected solution</p> <p>Bundle Managed Router Service with Business Internet or Ethernet for a turn-key solution delivered over a fiber-rich network.</p>	<p>Enhance productivity</p> <p>Free up your IT staff to work on more strategic initiatives and offload network support requirements.</p>
<p>Managed Security Service</p>	<p>Maintain up-to-date security</p> <p>Managed Security Service integrates security and firewall solutions. We handle all the software updates and install the latest security patches, so you don't have to.</p>	<p>Support regulatory compliance</p> <p>To be compliant with federal mandates — including HIPAA, CIPA and PCI-DSS — you must have secure firewall connections that block external access. We provide that support and maintain detailed log tracking of events and resolutions that many mandates require.</p>	<p>Connect remote users and locations</p> <p>When you're faced with different network solutions spread across multiple groups and locations, our fully managed service helps you streamline your operations and standardize your protection and VPN across all U.S. locations.</p>

<p>DDoS Protection</p>	<p>Comprehensive traffic evaluation</p> <p>Proprietary machine learning and advanced analytics, powered by NETSCOUT's Arbor platform, identify anomalies in traffic flows at each of your locations to quickly mitigate attacks before they can negatively impact your organization.</p>	<p>Faster detection and resolution</p> <p>Offered with our Fiber Internet Access services, DDoS Protection quickly detects, redirects and mitigates any malicious traffic and minimizes the impacts of a DDoS attack, ensuring the availability of your network assets.</p>	<p>Continuous support</p> <p>We provide a single source of support for fast and easy resolution. Our network operations center is equipped with experts and resources to ensure mitigation and support during an attack. You also have online access to incident reports that include event mitigation details, countermeasures deployed, IP addresses impacted, configuration settings and more.</p>
<p>Enterprise Trunking</p>	<p>Choose what works for you</p> <p>We're able to meet your ever-changing requirements by supporting your preferred trunk interface and handling both centralized or decentralized configurations. Also, our flexible service lets you scale as needed by adding more capacity, minutes of use or other advanced features.</p>	<p>Rely on a dedicated partner</p> <p>Enterprise Trunking is delivered over our private fiber network. We proactively monitor our network 24/7/365, giving you confidence that your dedicated connection is available and performing at the highest level.</p>	<p>Do business with ease</p> <p>One monthly transaction delivers everything you need —the connection, bandwidth, DID numbers and long distance plans.</p>
<p>Unified Communications (UC) with Webex</p>	<p>Have confidence in a highly reliable service</p> <p>Gain peace of mind in knowing that your cloud-based UC services are always available. By using a dedicated connection on our private, secure, fiber-based network, you'll receive both reliable service and the highest level of voice quality.</p>	<p>One number to make your life easier</p> <p>We design, install and maintain your UC service. Our service-level agreement provides 99.99 percent service availability — all the way to the IP desktop phone. Our 611 feature can be used from any UC phone, giving instant access to U.S.-based technical support representatives 24/7/365 at no extra charge.</p>	<p>Equip your teams with a powerful, flexible suite of collaboration tools</p> <p>Your people can communicate how they want, on the devices they choose, through a range of cloud-based services. Additionally, our UC solution integrates with popular tools such as client relationship management (CRM) applications. Integration maximizes solution adoption, provides a better user experience and enhances functionality.</p>
<p>Hosted Call Center</p>	<p>Ensure clear, reliable service</p> <p>Experience clear voice quality and improved security from service delivered via a dedicated and secure connection over our privately owned and operated fiber network.</p>	<p>Customize your call center</p> <p>Improve call center operations and derive business insights with advanced call monitoring and call analytics software engineered specifically for call center supervisors.</p>	<p>Decrease management time</p> <p>Free IT staff to focus on higher business priorities instead of daily call center management and ensure you have the latest technology through automatic updates.</p>

<p>Enterprise TV</p>	<p>Provide preferred programs</p> <p>Create an exceptional HDTV viewing experience with access to over 200 core and premium channels your viewers want, at a great value, featuring entertainment, news, sports and international programming.</p>	<p>Choose your service</p> <p>Select the delivery platform that provides the features your viewers want and the performance you need, all within your budget.</p>	<p>Count on reliable TV</p> <p>Ensure viewers are entertained and informed with highly reliable delivery that is not susceptible to weather-related disruptions.</p>
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***Certain features subject to availability. Please consult your sales representative for details.**

All rights reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.

Lindenwood Campus IT Network Hardware and Installation Analysis

1st Configuration - HP Aruba Switches		Supplier	
Item Description	Quantity	Dexon Computer	Paragon Micro Inc.
J9773A HP 2530-24G-PoE+ Switch - Switch - managed - 24 x 10/100/1000 + 4 x Gigabit SFP - desktop, rack-mountable, wall-mountable - PoE+	11	\$ 14,245.00	\$ 12,627.89
J4859D-C Compatible - Aruba 1G SFP LC LX 10km SMF XCVR	20	\$ 1,180.00	\$ 999.80
FC-LCLC-SMF-02 2 M Singlemode Fiber LC LC Duplex Cable	20	\$ 380.00	\$ 459.80
UAP-AC-PRO Ubiquiti UniFi AP, AC PRO- US VERSION	20	\$ 4,700.00	\$ 2,779.80
UCK-G2 Ubiquiti Unifi Cloud Key - Gen2 - remote control device - GigE	1	\$ 395.00	\$ 174.99
O2-SSC-6820 Sonicwall TZ370 Adv Edition Security Appliance	1	\$ 1,199.00	\$ 1,004.99
Installation Fee - REJIS Commission		\$ 6,900.00	\$ 6,900.00
	TOTAL	\$ 28,999.00	\$ 24,947.27

2nd Configuration - Cisco Switches		Supplier	
Item Description	Quantity	Dexon Computer	Paragon Micro Inc.
CBS220-24P-4G-NA Cisco Business 220 Series CBS220-24P-4G - Switch - smart - 24 x 10/100/1000 (PoE+) + 4 x Gigabit SFP (uplink) - rack-mountable - PoE+ (195 W)	11	Did not Quote	\$ 4,718.89
GLC-LH-SMD-ACC Accortech Cisco GLC-LH-SMD Compatible SFP Transceiver	20	Did not Quote	\$ 999.80
LCLCDS2Y-2M-ACC Accortec LC/LC Duplex Singlemode OS2 9/125 Cable Yellow- 2M	20	Did not Quote	\$ 459.80
UAP-AC-PRO Ubiquiti UniFi AP, AC PRO- US VERSION	20	\$ 4,700.00	\$ 2,779.80
UCK-G2 Ubiquiti Unifi Cloud Key - Gen2 - remote control device - GigE	1	\$ 395.00	\$ 174.99
O2-SSC-6820 Sonicwall TZ370 Adv Edition Security Appliance	1	\$ 1,199.00	\$ 1,004.99
Installation Fee - REJIS Commission		\$ 6,900.00	\$ 6,900.00
	TOTAL	Non responsive	\$ 17,038.27
			Recommended

Out of the two configurations the Cisco product provided the best value. When comparing pricing for the HP Aruba product Dexon responded with a higher cost. They stated they would not price the Cisco product as they were unable to acquire. It is recommended that we proceed with Paragon Micro for purchase of the hardware and REJIS Commission for installation.

ORDINANCE NO. 8999-2021

**A ZONING ORDINANCE IN RE CASE #48-AUG21-
D Bossy Boutique**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Sign Installation Permit in the Area of Special Control for 15 S. High Street (08-21.0-445-036) located in a "C-2" Heavy Commercial District. (Applicable sections of the zoning code: 155.052, 155.053) Ward 6.

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Sign Installation Permit in the Area of Special Control for 15 S. High Street (08-21.0-445-036) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 155.052, 155.053) Ward 6.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9000-2021

**A ZONING ORDINANCE IN RE CASE #56-SEP21-
Magdalena Gilpin**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Special Use Permit for outdoor dining at 310 East Washington Street (Parcel number: 08-22.0-346-012) located in a "C-2" Heavy Commercial District. (Applicable portion of zoning code: 162.248, 162.515) Ward 6

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Special Use Permit for outdoor dining at 310 East Washington Street (Parcel number: 08-22.0-346-012) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 6.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9001-2021

A ZONING ORDINANCE IN RE CASE #58-SEP21-

Carlos M. Burns

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 133 Lucinda Avenue (08-22.0-229-029) located in an "A-1" Single-Family Residence District (Applicable section of the zoning code: 162.094, 162.515) Ward 1

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 133 Lucinda Avenue (08-22.0-229-029) located in an "A-1" Single-Family Residence District is hereby granted. (Applicable sections of the zoning code: 162.094, 162.515) Ward 1.

In the name of the applicant only.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____

Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9002-2021

**A ZONING ORDINANCE IN RE CASE #59-OCT21-
Storybook Homes Real Estate, LLC**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 619 North Charles Street (08-22.0-123-028) located in an "A-1" Single-Family Residence District (Applicable section of the zoning code: 162.094, 162.515) Ward 2

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Special Use Permit to operate a Bed and Breakfast (Air B & B) at 619 North Charles Street (08-22.0-123-028) located in an "A-1" Single-Family Residence District is hereby granted. (Applicable sections of the zoning code: 162.094, 162.515) Ward 2.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____
Jamie Eros	_____	_____

Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9003-2021

A ZONING ORDINANCE IN RE CASE #60-OCT21-
Jasmine Brooks

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Special Use Permit for a Liquor License at 8201-8205 West Main Street (07-01.0-110-037) located in a "C-2" Heavy Commercial District. (Applicable section of the zoning code: 162.248, 162.515) Ward 4.

In the name of the applicant only.

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Special Use Permit for a Liquor License at 8201-8205 West Main Street (07-01.0-110-037) located in a "C-2" Heavy Commercial District is hereby granted. (Applicable sections of the zoning code: 162.248, 162.515) Ward 4.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____

Carmen Duco	_____	_____
Jamie Eros	_____	_____
Kent Randle	_____	_____
Scott Ferguson	_____	_____
Johnnie Anthony	_____	_____
Raffi Ovian	_____	_____
Ed Dintelman	_____	_____
Shelly Schaefer	_____	_____
Dr. Mary Stiehl	_____	_____
Chris Rothweiler	_____	_____
Phil Elmore	_____	_____
Dennis Weygandt	_____	_____
Roger Wigginton	_____	_____
Nora Sullivan	_____	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9004-2021

A ZONING ORDINANCE IN RE CASE #61-OCT21-

Caitlin Aasen

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for a Use Variance Permit to allow agricultural production (garden) at 600 Wabash Ave (08-27.0-224-008) located in an "A-1" Single-Family Residence District (Applicable sections of the zoning code: 162.096, 162.094, 162.570) Ward 7

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for a Use Variance Permit to allow agricultural production (garden) at 600 Wabash Ave (08-27.0-224-008) located in an "A-1" Single-Family Residence District is hereby granted. (Applicable Sections of the zoning code: 162.096, 162.094, 162.570) Ward 7.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____

Jamie Eros _____
Kent Randle _____
Scott Ferguson _____
Johnnie Anthony _____
Raffi Ovian _____
Ed Dintelman _____
Shelly Schaefer _____
Dr. Mary Stiehl _____
Chris Rothweiler _____
Phil Elmore _____
Dennis Weygandt _____
Roger Wigginton _____
Nora Sullivan _____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

ORDINANCE NO. 9005-2021

**A ZONING ORDINANCE IN RE CASE #62-OCT21-
Caitlin Aasen**

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Whereas, request has been filed for an Area/Bulk Variance to construct a home on a non-conforming lot at 401 North 40th Street (08-17.0-105-027) located in an "A-1" Single-Family Residential District. (Applicable sections of the zoning code: 162.092, 162.570) Ward 3

Whereas, a public hearing has been held before the City's Zoning Board of Appeals which has issued its advisory report.

NOW, THEREFORE, be it ordained by the City Council of the City of Belleville, Illinois as follows:

Section 1. That the request for an Area/Bulk Variance to construct a home on a non-conforming lot at 401 North 40th Street (08-17.0-105-027) located in an "A-1" Single-Family Residential District is hereby granted. (Applicable sections of the zoning code: 162.092, 162.570) Ward 3.

Section 2. That conflicting ordinances or pertinent portions thereof in force at the time of this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication, all as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 15th day of November, 2021 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Joe Hazel	_____	_____
Bryan Whitaker	_____	_____
Carmen Duco	_____	_____

Jamie Eros _____
Kent Randle _____
Scott Ferguson _____
Johnnie Anthony _____
Raffi Ovian _____
Ed Dintelman _____
Shelly Schaefer _____
Dr. Mary Stiehl _____
Chris Rothweiler _____
Phil Elmore _____
Dennis Weygandt _____
Roger Wigginton _____
Nora Sullivan _____

APPROVED by the Mayor of the City of Belleville, Illinois this 16th day of November, 2021.

PATTY GREGORY, MAYOR

ATTEST:

JENNIFER GAIN MEYER, CITY CLERK

VENDOR #	NAME	DEPT.	AMOUNT
=====			
13	MOTOR FUEL TAX FUND		
2595	WISSEHR ELECTRIC, INC.	13-00	66.25
3411	ASPHALT SALES & PRODUCTS, INC.	13-00	2,470.14
486	HANK'S EXCAVATING & LANDSCAPING,	13-00	9,727.00
DM001	DMS CONTRACTING INC	13-00	143,975.04
EL001	ELECTRICO, INC.	13-00	4,105.04
KA009	KASKASKIA ENGINEERING GROUP LLC	13-00	23,532.94
	**TOTAL		183,876.41
13	MOTOR FUEL TAX FUND	GRAND TOTAL	183,876.41