



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, APRIL 14, 2022 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES
OF THE
CITY OF WOOD DALE, ILLINOIS
APRIL 14, 2022

I. PLANNING, ZONING & BUILDING COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. January 13, 2022 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
 - i. Approval of Waiver for Administration Fee from the Arbor Woods Recapture Agreement for 5N510 and 5N514 Pine Lane in Arbor Woods
- E. Items to be Considered at Future Meetings
 - i. SBT Concept Plan Development – April 28, 2022
 - ii. Rental Housing Code Change – Summer 2022
- F. Adjournment

II. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. March 10, 2022 Finance & Administration Committee Minutes

- D. Report and Recommendation
 - i. Microsoft Server OS Upgrade
 - ii. Computer Replacement
 - iii. Hyperconverged Cluster Node Replacement
 - iv. Municipal Electric Aggregation Program Update
- E. Items to be Considered at Future Meetings
 - i. Water Rates – April 28, 2022
 - ii. Control Room – June/July, 2022
- F. Adjournment

POSTED IN CITY HALL ON APRIL 8, 2022 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, DEPUTY CITY CLERK

PLANNING, ZONING & BUILDING **COMMITTEE MINUTES**

Committee Date: January 13, 2022
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski & Woods
Absent: None
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, B. Wilson, K. Buggy, B. Garelli, P. Hastings, J. Karney
Meeting Convened at: 7:30 p.m.

APPROVAL OF MINUTES:

Ald. Susmarski made a motion, seconded by Ald. Ames, to approve the minutes of the December 9, 2021 meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

SPECIAL USE PERMIT AND MAJOR SITE PLAN REVIEW FOR WRIGHT MANAGEMENT LLC, 238 E. IRVING PARK RD, SUITE #103, CASE NO. CDC-2021-0005

DISCUSSION:

City Manager Mermuys explained this is the Wood Dale Station condo building and is TCB (Town Center Business). This is a petition for Special Use for a management company that would be for the residents who live in that building and would house four employees. CDC conditionally passed unless there is a change in ownership; if that occurs, the new applicant would need to submit for special use. There was only one public comment which was advocating for this approval. The proposed use is consistent with the Comprehensive Plan and also with the prior use at this location.

VOTE:

Ald. Woods made a motion, seconded by Ald. Ames, to approve a Special Use Permit and Major Site Plan Review for Wright Management LLC, 238 E. Irving Park Rd, Suite #103 Case No. CDC-2021-0005. A voice vote was taken, with the following results:

Ayes: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino, Susmarski, Woods
Nays: None
Abstained: None
Motion: Carried



ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- UDO Revisions – March 10, 2022
- SBT – April 14, 2022

ADJOURNMENT:

Ald. Woods made a motion, seconded by Ald. Jakab, to adjourn the meeting at 7:35 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 14, 2022
Subject: Waiver of Admin Fee from the Arbor Woods
Recapture Agreement for 2 lots
Staff Contact: Gosia Pociecha, Senior Planner
Department: Community Development Department

TITLE: Approval of Waiver for Administration Fee from the Arbor Woods Recapture Agreement for 5N510 and 5N514 Pine Lane in Arbor Woods

RECOMMENDATION:

Staff recommends approval of the request to waive the administrative fee associated with Recapture Agreement for Arbor Woods Subdivision for two lots located on Pine Ln with the following PIN # 0315217015 and 0315217016.

BACKGROUND:

The Arbor Woods Recapture Agreement was originally approved in 2008 and its intent was to provide a measure for the Developer (Elmhurst Builders & Developers, also known as FBG Corporation) to recapture some of the costs incurred for construction of public improvements in the Arbor Woods Subdivision. The Recapture Agreement listed eighteen (18) impacted lots and the base amount of recapture fee required for each one. In addition, the Agreement contains a paragraph that specifies 10% interest per annum that is to be calculated on top of the original recapture fee for every month after completion of improvements.

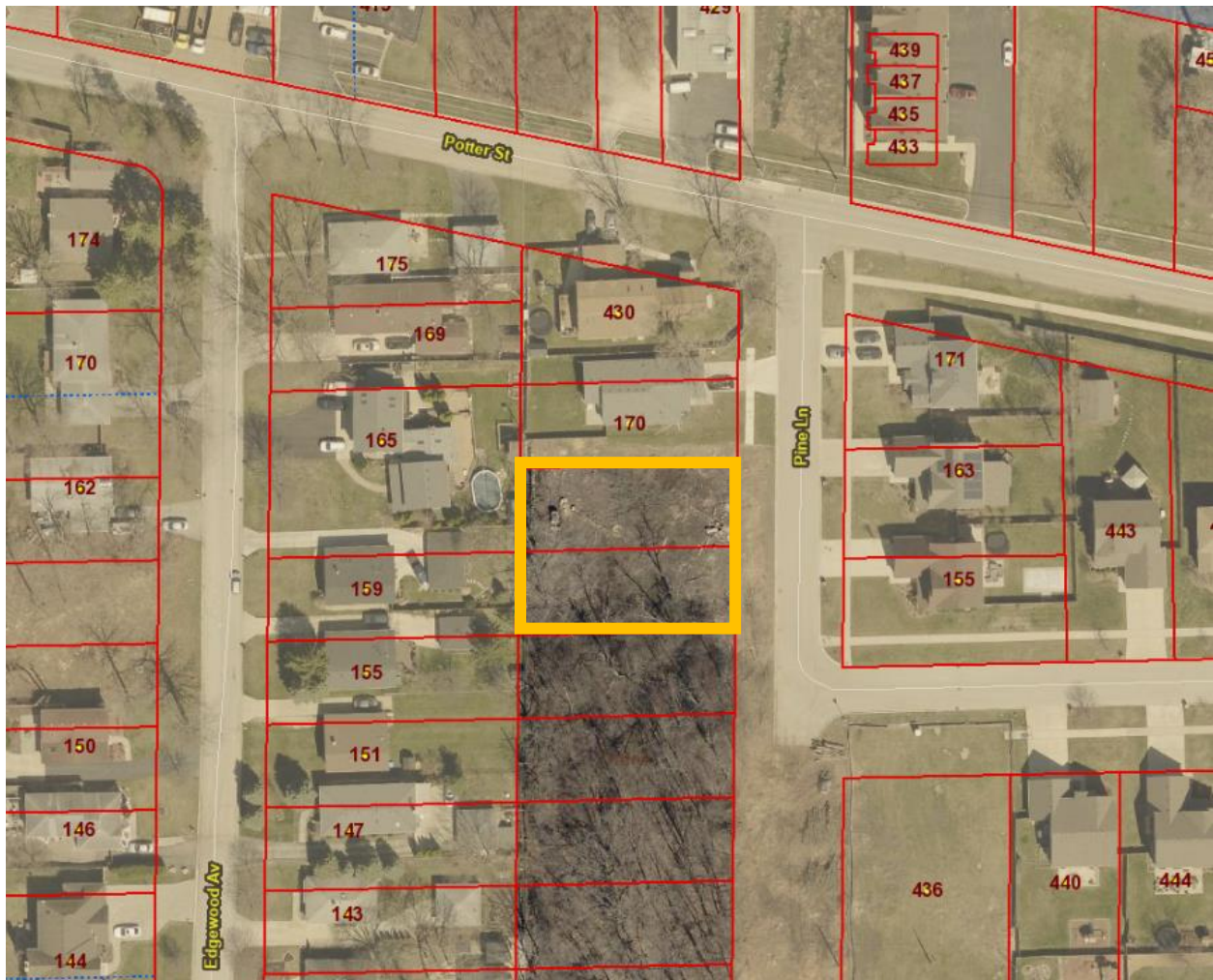
Per the Agreement, at the time each lot would apply for annexation to the City or building permits, the property owner would pay the required recapture fee plus interest to the City. Upon receipt, the City would then forward the recapture fee to the Developer, minus a 3% administrative fee.

Unfortunately, the additional interest has significantly increased the amount of the required recapture fee for each lot, especially since the Agreement has been in place for almost 15 years. This could be one of the factors why a significant number of lots in Arbor Woods Subdivision remain vacant. While the City staff has attempted to work with the Developer to revise the existing Recapture Agreement, little process has been made to date.

However, few properties covered by the Recapture Agreement have been developed. From the total of eighteen (18) lots, one has paid the full recapture fee. The recapture fee for three (3) additional lots was waived by the Developer, as they were building on those lots themselves. Two (2) additional lots have paid a portion of the recapture fee which was accepted by the Developer.

ANALYSIS:

The purpose of this request is related to two (2) specific lots on Pine Avenue with PINS: 0315217015, 0315217016 (see map below). In December 2020 these lots were purchased by Mr. and Mrs. Guzman with the intent to annex into the City of Wood Dale, rezone and consolidate in order to construct a single-family residence.



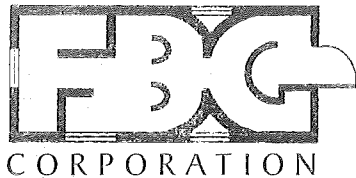
Apparently, the purchasers were not made aware of the full amount of Recapture Fee during the title search prior to the closing. After the purchase, the new owners were able to use the title insurance funds towards payment of the recapture fee. While at the time the recapture fee for both 2 lots equaled \$88,499.46, the Developer agreed to accept \$59,000 and provided release of lien for the two properties (copy is attached to this memo). The funds were transferred directly from the new property owners to the

Developer therefore the 3% administrative fee mentioned in the Recapture Agreement was not collected.

The Developer has submitted a written request for waiver of the 3% admin fee related to the recapture fee for the two subject lots on Pine Ln. Staff is recommending approval of this request as it would facilitate annexation and redevelopment of two vacant lots.

DOCUMENTS ATTACHED

- ✓ Developer Request Letter for Waiver of Admin Fee
- ✓ Recorded Release of Recapture Fees for 2 Lots on Pine Ln (PINS: 0315217015, 0315217016)



January 17, 2022

Gosia Pociecha, AICP
Senior Planner
City of Wood Dale

RE: Pine Lane Property Recapture

To whom it may concern:

Elmhurst Builders & Developers, LLC would like to request that the City of Wood Dale waive the 3% administrative fee for the 2 vacant lots located on Pine Lane in Wood Dale, purchased by Marco and Dulce Guzman.

Elmhurst Builders & Developers, LLC bought the property in 2005 shortly before the economy took a turn for the worse not allowing them to sell any properties. Since their purchase, Elmhurst Builders has paid about \$80,000 a year in taxes in Arbor Woods.

If you have any questions, please feel free to reach out to me at my office, 630.941.4700

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Giudice', with a stylized flourish at the end.

Frank Giudice
Managing Member
Elmhurst Builders & Developers, LLC



81029871
Tx:40391916

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
01/21/2022 11:42 AM
RHSP

DOCUMENT # R2022-007699

Mail To:

(
FBG Corporation
1015 S. Route 83
Elmhurst, IL 60126

RECORDING COVER PAGE

Permanent Parcel Number:

See attached -

Property Address:

vacant land on
Pine lane in Wood
 Dale, IL 60191

Prepared By:

Nicole Giudice

Name

Address

City, State & Zip Code

*Please note – This cover page has been attached to the document for recording purpose.
It is a permanent part of the document and has been included in the page count.

GENERAL RELEASE OF LIEN AND SETTLEMENT AGREEMENT

Elmhurst Builders & Developers, LLC "Developer"

and

Dulce and Marco Guzman "Property Owners"

Address: The N 50' of the S 450' of Lot 14 and also the N 50' of the S 400' of Lot 14, all in Block 50. Wood Dale, Il 60191

PIN: 03-15-217-015-0000 and 03-15-217-016-0000

WHEREAS Developer developed a subdivision of single-family and townhome residences that includes the Subject Property and;

WHEREAS Developer recorded a Recapture Agreement under ordinance No 0-08-029 in an effort to get reimbursed by the property owners at a future date and;

WHEREAS Property Owners Dulce and Marco Guzman purchased the Subject Property on or about December 17, 2020 and;

WHEREAS as of October 1, 2021, the Recapture fee is \$44,249.73 for PIN ending in 015 and \$44,249.73 for PIN ending in 016 for a total of \$88,499.46 and;

WHEREAS the Developer and the Property Owners determined it to be in their best interest to embark on a planned settlement of the matter and;

THEREFORE IT IS AGREED AS FOLLOWS:

1. In consideration of the payment by Dulce and Marco Guzman of the sum of \$59,000.00 (Fifty Nine Thousand Dollars) in certified funds to Developer Elmhurst Builders & Developers, LLC who agrees to provide Dulce and Marco Guzman a General Release and does hereby release Dulce and Marco Guzman and their heirs, legal representatives, successors and assigns, including their attorneys, past, present, and future of and from any and all claims with regards to the above mentioned Recapture Agreement Recorded under Document No R2008-138869.
2. The sum of \$59,000.00 (Fifty Nine Thousand Dollars) shall be payable in certified funds as follows: to Elmhurst Builders & Developers, LLC.
3. Upon receipt of the settlement funds, Plaintiff shall execute a Release/Satisfaction of Lien. Defendant will be responsible for recording.
4. This General Release/Payoff may be signed in counterparts and a signed fax copy shall be binding.

Dulce Guzman 10/21/2021
Dulce Guzman Date

Marco Guzman 10/21/2021
Marco Guzman Date

~~Elmhurst Builders & Developers, LLC~~
By: ~~_____~~

This Release was prepared by:
Jorge J Monroy
Monroy Law, P.C
903 Commerce Dr, Suite 165
Oak Brook, IL 60523
773-691-3221
jorge@jmonroylaw.com



FINANCE & ADMINISTRATION
COMMITTEE MINUTES

Committee Date: March 10, 2022
Present: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino & Woods
Absent: Ald. Susmarski
Also Present: Mayor Pulice, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, A. Lange, B. Wilson, N. Kace
Meeting Convened at: 8:35 p.m.

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Sorrentino, to approve the minutes of the February 24, 2022 meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

COPIER REPLACEMENT

DISCUSSION:

None

VOTE:

Ald. Catalano made a motion, seconded by Ald. Messina to approve the proposal for copier replacements. A roll call vote was taken with the following results:

Ayes: Ald. Ames, Catalano, Curiale, Jakab, Messina, Sorrentino and Woods
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Water Rates – April 28
- PC Replacement Program – Spring
- IT Control Room – Summer



ADJOURNMENT:

Ald. Catalano made a motion, seconded by Ald. Sorrentino, to adjourn the meeting at 8:36 p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 14, 2021
Subject: Microsoft Server OS Upgrade
Staff Contact: Nick Kace, Director of IT
Department: Administration

TITLE: Microsoft Server OS Upgrade

RECOMMENDATION:

Recommend approval of purchase of Microsoft Server 2022 Data Center Addition and all related client access licenses in the not to exceed amount of \$29,944.00.

BACKGROUND:

The City's Server software version is now 6 years old. It was last upgraded during our Pre-ERP IT Infrastructure Improvement project in 2017. Microsoft has released two new server OS versions since then. As we come to the completion of our multiyear ERP project, one of the final tasks after the launch of our last module will be to fully upgrade all modules to the newest versions and begin an upgrade cycle based on the SDLC. In preparation for this, spinning up servers with the latest software to complement the newest ERP versions would be wise and save time and costs associated with server migrations in the future as this is our core infrastructure.

ANALYSIS:

This server purchase is based off a Standard Licensing Agreement with Software Assurance. This means that the software is licensed with upgrades for the next 3 years. Any upgrades that MS releases, the City will automatically gain licensing for and access to. This ensures we stay on the most current server version for at minimum 3 years. This license also gives the City the ability in the future to migrate servers to the cloud at no additional cost, and receive a discount on resources consumed in the cloud. Additionally, once the EA expires, the cost of renewing the

Software Assurance is significantly less (~60% less) than purchasing the newest version, ensuring the City will save money in the long run maintaining SA for the most current server version. (Costs and planned releases of new server versions will be reassessed at the time of renewal. Renewal of the SA will depend on these and other factors.) As technology advances at a quicker rate each year, maintaining current operating systems which run the majority of our services is important for operability and security. There is funding available in the IT budget to accommodate this purchase.

DOCUMENTS ATTACHED

- ✓ CDWG Microsoft Server 2022 Quote
- ✓ HBS Microsoft Server 2022 Quote
- ✓ Concentric Integration Server 2022 Quote

QUOTE CONFIRMATION



DEAR NICK KACE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRWW447	4/6/2022	MRWW447	2217691	\$29,944.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00267-3Y UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	32	4325284	\$935.75	\$29,944.00

PURCHASER BILLING INFO	SUBTOTAL	AMOUNT
Billing Address: CITY OF WOOD DALE ACCTS PAYABLE 404 N WOOD DALE RD WOOD DALE, IL 60191-1534 Phone: (630) 766-4900 Payment Terms: Net 30 Days-Govt State/Local	SUBTOTAL	\$29,944.00
	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$29,944.00
DELIVER TO Shipping Address: CITY OF WOOD DALE NICK KACE 404 N WOOD DALE RD WOOD DALE, IL 60191-1534 Phone: (630) 766-4900 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Erin McAuliffe		(877) 695-5828		erin.mcauliffe@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$29,944.00	\$809.99/Month	\$29,944.00	\$933.35/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Microsoft Windows Server Licensing - 1 Year

Quote #272621 v1

Prepared For:
City of Wood Dale
 Nick Kace
 404 N. Wood Dale Road
 Wood Dale, IL 60191

P: (630) 787-3710
E: nkace@wooddale.com

Prepared By:
Chicago Illinois Office
 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994
E: mcarroll@hbs.net

Date Issued:
03.18.2022
Expires:
04.14.2022

Microsoft Windows Server Licensing		Price	Qty	Ext. Price
9EA-00512	Microsoft Windows Server Datacenter Edition - License & Software Assurance - 16 Core - Price Level D - Additional Product, 1 Year Acquired Year 1, Government - Microsoft Open Value - PC Open Value 3 year agreement w/annual payments	\$3,478.82	4	\$13,915.28
Subtotal				\$13,915.28

Quote Summary	Amount
Microsoft Windows Server Licensing	\$13,915.28
Total:	\$13,915.28

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance
Chicago Illinois Office
City of Wood Dale

Mike Carroll

Signature / Name

03/18/2022

Date

Signature / Name

Initials

Date

QUOTE



Concentric Integration, LLC

8678 Ridgfield Road
 Crystal Lake, IL 60012
 815-788-3600 / 815-455-0450 (fax)
purchasing@goconcentric.com

Quote #:	2022Q-WDDL002
Date:	4/7/2022
Expires:	5/7/2022
Prepared by:	Greg Cillo
Requested by:	Larry Kravets

Prepared for:

Company:	City of Wood Dale
Contact:	Nick Kace
Address:	404 North Wood Dale Road Wood Dale, IL 60191-1596
Phone:	630-787-3710
Email:	NKace@wooddale.com

Ship to:

Company:	City of Wood Dale
Contact:	Nick Kace
Address:	404 North Wood Dale Road Wood Dale, IL 60191-1596
Phone:	630-787-3710
Email:	NKace@wooddale.com

Notes:

No Labor is Included in quote

Terms: Net 30 days

FOB: Origin; Freight Prepaid & Add

Qty	Item #	Description	Coverage Period	Price Each	Total
4	9EA-00512	Microsoft Open Value Microsoft Windows Server Datacenter Edition - License & Software Assurance - 16 Core	N/A	\$3,331.52	\$13,326.08
Sub Total					\$13,326.08
Estimated Shipping & Handling					N/A
Taxes					N/A
Total					\$13,326.08

This is a quote, not an invoice. Actual shipping date and charges will be determined at the time of invoicing.

To order: Sign and date below, and return via email to purchasing@goconcentric.com (or email your Purchase Order).	
Accepted by: _____	Date: _____

Statement of Conditions

The information in this document is believed to be accurate. However, Concentric Integration assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Concentric Integration is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Concentric Integration may make changes to this quote including changes or updates to the products and services described, including pricing, without notice or obligation.



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 14, 2021
Subject: Computer Replacement
Staff Contact: Nick Kace – IT Director
Department: Administration

TITLE: Computer Replacement

RECOMMENDATION:

Recommend approval of purchase of 70 Laptops / 70 Docking Stations / 20 Desktop PC's and associated cables in the amount of \$137,469.17

BACKGROUND:

The City desktop computer cyclical replacement program was scrapped back in 2011 for a replacement on demand (as replacement is needed) model. This model proved to not only be significantly more cost efficient, but it enabled the City to standardize its hardware, reducing support costs, downtime, and complexity. As a result of this change, all City desktops were last replaced in 2011, providing the City with over 11 years of service, an exceptional return on investment! They now however, are beginning to not only show signs of aging, but are significantly outdated with regards to available hardware and operating systems. The City computers are still running legacy software (which was by design, due to numerous 3rd party police programs requiring it) and are in need of upgrade. All software the City uses is now compatible with the newest version of windows and a refresh is necessary. The City budgeted for this replacement this fiscal year in the CIP.

ANALYSIS:

IT consulted with staff to develop a solution we believe will prepare the City for the future. In past hardware replacements, the City purchased desktop machines for each of its staff. Most were dedicated to only one staff member, while few others were shared machines. As technology progressed and managerial staff began to take their work home more and more, a second device was purchased for these employees so they could work off hours, work remotely at meetings, and simply be connected to the City more, making them more efficient and productive.

Recently, with the emergence of COVID, we faced numerous challenges to keep operations alive during lockdowns, illness, etc. After consulting with staff and learning from experience, IT is recommending providing all staff that have their own machine a laptop and docking station. This will offer staff members the ability to work anywhere at any time, supporting City operations, while lowering overall costs as duplicate devices will no longer need to be purchased. Staff that use a “shared machine” will continue to do so, as they are the most cost effective in such a scenario.

We anticipate the planned devices to deliver a similar return on investment as they are robust enough to handle nearly all City operations (Hardware lifespan will likely be the deciding factor. Manufacturing and supply chain issues regarding hardware reliability are still unknown at this point.) The HP Desktop and Docking Station Purchase is through Heartland Business Systems, who hold the HP State Bid and had the best pricing. The MS Laptop Purchase is directly through Microsoft, who have the best pricing. Associated cabling will be purchased on as-needed basis through Amazon for less than \$1000.

DOCUMENTS ATTACHED

- ✓ HBS HP Desktop Quote – State Bid
- ✓ MS Laptop/Dock Quote
- ✓ HBS Laptop/Dock Quote
- ✓ CDWG Laptop/Dock Quote

HP Elite Desk 800 G6 Desktop - Qty 20
Quote #274206 v1
Prepared For:
City of Wood Dale
 Nick Kace
 404 N. Wood Dale Road
 Wood Dale, IL 60191

P: (630) 787-3710
E: nkace@wooddale.com

Prepared By:
Chicago Illinois Office
 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994
E: mcarroll@hbs.net

Date Issued:
04.07.2022
Expires:
05.04.2022

Hardware/Software	Price	Qty	Ext. Price
20J45UT#ABA HP EliteDesk 800 G6 Desktop Computer - Intel Core i7 10th Gen i7-10700T Octa-core (8 Core) 2 GHz - 16 GB RAM DDR4 SDRAM - 512 GB SSD - Desktop Mini - Black - Windows 10 Pro 64-bit - Intel UHD Graphics 630 DDR4 SDRAM - English Keyboard - IEEE 802.11ax	\$1,132.49	20	\$22,649.80
Subtotal			\$22,649.80

Quote Summary	Amount
Hardware/Software	\$22,649.80
Total:	\$22,649.80

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance
Chicago Illinois Office
City of Wood Dale

Mike Carroll

Signature / Name

04/07/2022

Date

Signature / Name

Initials

Date



Microsoft Store

One Microsoft Way
Redmond, WA 98052
USA

City of Wood Dale

USQ-000084284

EFFECTIVE FROM: 4/4/2022

EFFECTIVE TO: 5/27/2022

Company Name:	City of Wood Dale
Account Number:	USA-0003122591
Contact Email:	NKace@wooddale.com
Phone:	630-787-3710
Authorized buyer:	Nick Kace
Customer PO #	

Bill to: City of Wood Dale 404 N. Wood Dale Rd. Wood Dale, IL 60191 USA	Ship to: City of Wood Dale 404 N. Wood Dale Rd. Wood Dale, IL 60191 USA
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Comments:	
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QTY	PRODUCT NAME	SKU	MSRP	DISCOUNT	UNIT PRICE	LINE TAX	LINE TOTAL
70	Microsoft Surface Laptop 4 13" Comm. - i5/16/512 (Black (M))	5B2-00001	\$1,599.99	\$168.00	\$1,431.9910	\$0.00	\$100,239.37
70	Microsoft Surface Dock 2 Comm.	1GK-00001	\$259.99	\$26.00	\$233.9910	\$0.00	\$16,379.37
TOTAL DISCOUNT							\$13,579.86
SUBTOTAL							\$116,618.74
FEE/CHARGES							\$0.00
TOTAL TAX							\$0.00
TOTAL							\$116,618.74

SECTION 1 Quote Scope

This Quote is not a binding offer and is subject to change without notice until such time as a purchase has been completed. A purchase shall be deemed to have been completed when the product, in the quantity agreed to, has shipped and either payment has been made (by cash, credit, or other mutually agreed method) to Microsoft or a purchase order has been accepted by Microsoft. Product prices and availability are subject to change at any time and without notice. If the Quote includes promotional pricing, the Quote expires when the promotion ends. Microsoft may place a limit, at any time and for any reason, on quantities that may be purchased per order, per account, per credit card, per person, per business entity, or per household. Microsoft may also refuse, reject, or cancel any order at any time and for any reason. Microsoft also reserves the right, in its sole discretion, to restrict or prohibit sales to dealers or resellers. This Quote does not apply to and cannot be combined with any other offers or promotions.

This Quote does not include shipping charges. Any shipping charges will be calculated and applied at the time of purchase.

Microsoft Stores Direct Business Sales Terms – United States

Updated: April 2021

SECTION 2 Microsoft Stores Direct Business Sales Terms

By submitting a purchase order to Microsoft, or by making payment to Microsoft for the Device(s), ("Customer" or "you") agree(s) that the following device purchase terms shall apply to the product, device or hardware (the "Device(s)") purchase identified herein ("Agreement"). This Agreement is separate and independent from any other agreement between Microsoft and Customer that involves or may involve the purchase of any software or other products from Microsoft, including but not limited to any volume licensing or other agreement. To the extent such other agreement may apply to Devices or other products covered by this Agreement, and unless otherwise mutually agreed to in writing, its terms supersede any inconsistent or conflicting terms in this Agreement or any resulting agreement between the parties. The Customer's purchase order terms and conditions will not apply to this purchase.

If you are purchasing a Surface Hub or a HoloLens 2 device from the Microsoft Store, please see applicable terms below in Sections 14 and 15, respectively.

If Customer is a federal, state or local government entity (including education), Customer and Microsoft may have entered into separate and independent terms and conditions via requests for proposal, purchasing programs, procurement cooperatives, or otherwise (e.g. NASPO, Texas DIR, CPV). To the extent such other agreement may apply to the Devices or other products covered by, and purchased under, this Agreement, such terms supersede any inconsistent or conflicting terms in this Agreement or any other resulting agreement between the parties.

1. **Acceptance.** Each Customer purchase order is subject to Microsoft's acceptance and the availability of Devices. Microsoft may decline or cancel any order, or reduce the amount of Devices due to availability, at any time prior to shipping to the Customer. Customer may not cancel any order once Microsoft has notified Customer of Microsoft's acceptance of the purchase order. Microsoft may, in its sole discretion, impose a minimum order requirement to which Customer must agree prior to Microsoft accepting its purchase order.

2. **Affiliates and Resale.** Customer may make Devices purchased under this Agreement available for use by their Affiliates within a country in which Microsoft makes the same Devices available. Absent Microsoft's written consent, Customer may not, in any circumstance, make Devices purchased under this Agreement available for use by any unrelated third party. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement.

3. **Device Restrictions.** Customer shall not change, adapt, translate, decompile or reverse engineer any Device, in whole or in part, except and only to the extent expressly permitted by applicable law. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement. Customer shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Device or re-package or otherwise combine any Device with any unauthorized or unlicensed third-party product. Customer shall also not cause any Device, in whole or in part, to be governed by an excluded license.

An "excluded license" is any license that requires, as a condition of use, modification or distribution of the Device, that the Device be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

SECTION 3 Delivery

Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices purchased under this Agreement to the location Customer designates on any applicable order form (DDP, Incoterms 2010, or any updates thereto). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.

SECTION 4 Preorders

If a Purchase Order includes any Device(s) that will be released at a future date (a "Preorder"), a Microsoft representative will notify Customer's designated contact person when the Device(s) covered by the Preorder are scheduled to ship. Unless Customer notifies Microsoft within 10 days of receipt of this notification with a request to cancel its Preorder (the "Cancellation Notice"), Microsoft will fulfill the Preorder and invoice Customer upon Device shipment. Microsoft may fulfill the Preorder in whole or in part, and Customer agrees to accept Devices covered by its Preorder in one or multiple shipments, provided that Microsoft will only invoice Customer for units actually shipped.

SECTION 5 Limitation of Liability

The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special, reliance or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, reliance or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. Some States do not allow limitations on liability as stated above, so some or all of this limitation may not apply to Customer.

SECTION 6 Software Licenses

Software included with, or preloaded on, the Devices ("Included Software") purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by signing and/or clicking "Submit" on any Microsoft order form page (if the EULA is attached or available online), (2) by breaking the seal on packaging of a Device that refers to the EULA, (3) by using the Device or (4) by installing, copying or otherwise using the Included Software. If more than one software product is included in the Included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Agreement, but to the extent of any conflict with this Agreement, the EULA will control solely for the Included Software to which it applies.

SECTION 7 Services

Microsoft may be asked to provide training, support or depot (customized device), or other services incidental to the Devices purchased under this Agreement (the "Services"). Unless otherwise stated in this Agreement, the following terms shall apply to the delivery of all such Services:

7.1 Insurance. Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

7.2 Use of technical information from Services. Microsoft may use any technical information Microsoft derives from providing Services for problem resolution, troubleshooting, product functionality enhancements, fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

7.3 Microsoft as independent contractor. Microsoft provides Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

7.4 In addition to the above, you acknowledge and agree that the Microsoft Customer Support Service Agreement, available at <https://support.microsoft.com/en-us/topic/microsoft-customer-support-service-agreement-3b3b6a44-f4ca-7a22-f77b-0b28f99a507a> also applies to any Services you receive from Microsoft, as applicable. You agree to comply with the Microsoft Customer Support Agreement and acknowledge that it may be updated from time to time by Microsoft.

SECTION 8 Warranties

The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). Microsoft warrants that Services it provides will be performed in a professional and workmanlike manner, consistent with industry standards. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Services or return the price paid for them. To the fullest extent permitted by applicable law, MICROSOFT PROVIDES NO OTHER WARRANTIES OR CONDITIONS AND DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the fullest extent permitted by applicable law, Microsoft makes no warranties whatsoever relating to any product or device that is not developed, produced or manufactured by Microsoft or that is distributed under a third-party name, copyright, trademark or trade name, even if such product or device is incorporated within the retail packaging or digital images of a Device. This disclaimer will apply except to the extent not permitted by applicable law.

SECTION 9 Payment Terms for Microsoft's Invoice; Credit Review

Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month or the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Services if Customer fails to make timely payment. All payment terms are net 30 days from date of invoice.

By accepting the terms of this Agreement, Customer also agrees that Microsoft may obtain a current credit report related to the business entity identified in the credit application and conduct a review of the credit report. Upon request, Microsoft will tell Customer the name and address of each credit reporting agency from which Microsoft obtained a current credit report. Microsoft may also request audited financial statements to verify financial condition. Microsoft may periodically review the credit performance of the Customer. Deterioration in payment history, financial strength, new reports of judgments/liens or bankruptcy could result in adjustments to the credit terms granted to the Customer.

SECTION 10 Returns

Unless as otherwise stated below, Microsoft will accept returns for Devices that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction

manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) items that are not in resaleable condition.

Services that have already been performed, or which are in the process of being performed, may not be returned or refunded. For software and games, you may only return or exchange opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit. ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, and unless otherwise stated in writing, all included products and/or Services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.

A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products.

Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

Notwithstanding the foregoing, nothing in this section will be construed as a waiver of your statutory rights under the law regarding returns, exchanges or withdrawal rights.

SECTION 11 Compliance with laws, privacy and security

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification laws). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal data by Microsoft and its agents to facilitate the subject matter of this Agreement.

Customer may choose to provide the personal data of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal data to Microsoft.

Please see the Microsoft Privacy Statement for more information on how Microsoft processes personal data.

SECTION 12 Defense of third-party claims

Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement, or (7) Devices provided free of charge. If Microsoft reasonably believes that a third party claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts Customer has paid.

Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing reasonable assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

SECTION 13 Additional Terms

(a) Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

(b) Confidentiality. Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any (i) nonpublic information that Customer or Microsoft or an Affiliate designates as being confidential; or (ii) nonpublic information which, given the nature of the disclosure or the circumstances surrounding disclosure, the receiving party should treat as confidential (parts (i) and (ii) being "Confidential Information"). However, there is no time limit on disclosure of Confidential Information that contains personal information. The receiving party will not be liable for the disclosure of information which: (A) it already knew without an obligation to maintain the information as confidential; (B) it received from a third party without breach of an obligation of confidentiality owed to the other party; (C) it independently developed; or (D) becomes known through no wrongful act of the receiving party. Either party may disclose Confidential Information as required by a judicial or other governmental order or request, provided that the receiving party immediately notifies the other party in writing upon its receipt of such order or request and provides reasonable assistance if the disclosing party seeks a protective order or its equivalent to limit disclosure of any such Confidential Information.

(c) Publicity. Except as otherwise required by applicable law or as otherwise expressly provided under this Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to its relationship with the other party or the terms or existence of this Agreement without the other party's prior written approval.

(d) Applicable law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement.

(e) U.S. export. Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Customer must notify Microsoft at cmec@microsoft.com as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.

(f) Taxes.

(i) If any amounts are to be paid to Microsoft, the amounts owed by Microsoft are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.

(ii) For qualified Customers, prices may exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes). Customer will provide Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.

(iii) If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.

(iv) Customer agrees to receive Tax/VAT invoices electronically.

(g) Use of contractors. Microsoft may use contractors to perform Services, but will be responsible for their performance, subject to the terms of this agreement.

(h) Force Majeure. With the exception of Customer's payment obligations under Section 8(a), neither party will be liable for any failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's its reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance as soon as reasonably possible when the force majeure event concludes.

(i) Assignment. Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder by contract, merger, operation of law or otherwise, without Microsoft's prior written consent. Any attempted assignment in violation of this Section 13(i) will be null and void. Microsoft may immediately terminate this Agreement in the event of an attempted assignment. Microsoft may assign this Agreement to any of its Affiliates without Customer's consent. Subject to the foregoing provisions of this Section 13(i), this Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(j) No third-party beneficiaries. This agreement does not create any third-party beneficiary rights.

(k) No Partnership or Agency. The parties are independent contractors. This Agreement does not create or constitute a partnership, joint venture, franchise, agency, or contract of employment between Microsoft and Customer.

(l) Notices. All notices and requests under this Agreement will be in writing and delivered via facsimile (receipt confirmed), certified mail or registered post (return receipt requested), or via overnight courier (e.g. FedEx or DHL). Notice will be sent to the addresses by each party's details or to such other addresses as either party may indicate in accordance with this section. Notices will be deemed effective as follows: (i) one (1) business day after the date given if transmitted by Facsimile or email; (ii) three (3) business days after the date of deposit in the mail for certified mail; or (iii) one (1) business day after the date of delivery to an overnight carrier. For purposes of this Agreement, notices must be sent in writing to Microsoft at Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052 USA.

(m) Survival. Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.

(n) Severability. If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.

(o) Waiver. Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.

(p) Invoicing. Customer agrees to accept email invoices in markets where electronic invoicing is not yet available from Microsoft Store.

(q) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Except as specifically permitted in this Agreement, no amendment or modification of any provision of this Agreement will be effective unless it is in a writing that specifically references this Agreement and is duly signed by authorized representatives of both parties.

SECTION 14 HoloLens Terms of Use and Sale

HoloLens Terms of Use and Sale. The following additional terms (Section 14) apply if you are purchasing a HoloLens device.

(a) HoloLens 2 Commercial Terms (for Commercial and Developer versions, including Industrial Editions).

1. Applicable Terms.

i. Microsoft HoloLens 2 is intended for sale to commercial businesses and education entities, and, in the case of the developer edition, to developers. It is not intended for sale to consumers or individuals. By purchasing, you hereby agree not to resell the product. Unless otherwise agreed to in writing, ALL SALES OF HOLOLENS 2 COMMERCIAL AND DEVELOPER DEVICE (INCLUDING INDUSTRIAL EDITIONS) ARE FINAL AND NON-REFUNDABLE, AND HAVE A MANUFACTURER'S LIMITED WARRANTY.

ii. This product is not intended for use by children under the age of 13.

iii. In addition to the terms and conditions set forth in this Agreement, the Microsoft HoloLens 2 Commercial Terms of Use and Sale (the "HoloLens 2 Commercial Store Terms") apply to you if you submit a purchase order for a HoloLens 2. Please visit:

<https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE1YIXi> to review the HoloLens 2 Commercial Store Terms.

iv. By purchasing you also agree to the software license here: https://www.microsoft.com/en-us/Useterms/OEM/Windows/10Mobile/UseTerms_OEM_Windows_10Mobile_English.htm.

2. Order of Precedence. In the event of a conflict between the HoloLens 2 Commercial Store Terms and this Agreement the Microsoft Stores Direct Business Sales Terms, and except as set forth in Section 14(b) below, the HoloLens 2 Commercial Store Terms prevail.

(b) Notwithstanding the terms set forth in Sections 14(a) above or in the HoloLens 2 Commercial Store Terms, you agree that, as it pertains to any HoloLens device sold under this Agreement: (i) the HoloLens device is being sold to you by Microsoft Corporation, a U.S. entity; (ii) the applicable limited device warranties set forth in the appendices to the HoloLens 2 Commercial Store Terms (if any) are valid only in the United States and Canada, and to the extent your purchase is for the HoloLens 2 Industrial Edition device, the applicable Warranty Period is extended from one to two years; and (iii) the sale is governed by the law, and is subject to the exclusive jurisdiction, as set forth in Section 13(d) (Applicable Law) above.

SECTION 15 Surface Hub Terms of Sale.

The following additional terms (Section 15) apply if you are purchasing a Surface Hub device.

The Surface Hub is intended for sale to business and education entities. It is not intended for sale to consumers. By purchasing a Surface Hub, you hereby agree not to resell the product. Unless otherwise agreed to in writing, and subject to the standard manufacturer's warranty, ALL SALES OF A SURFACE HUB DEVICE, INCLUDING ADDITIONAL ACCESSORIES AND SERVICES ARE FINAL AND NON-REFUNDABLE.

c

[Customer]

[MICROSOFT CORPORATION]

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

RETURN POLICY

Microsoft Surface Laptops w/Docking Station
Quote #269579 v2
Prepared For:
City of Wood Dale
 Nick Kace
 404 N. Wood Dale Road
 Wood Dale, IL 60191

P: (630) 787-3710
E: nkace@wooddale.com

Prepared By:
Chicago Illinois Office
 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994
E: mcarroll@hbs.net

Date Issued:
04.04.2022
Expires:
04.25.2022

Microsoft Surface Laptops w/Docking Station		Price	Qty	Ext. Price
5B2-00001	Microsoft Surface Laptop 4 13.5" Touchscreen Notebook - 2256 x 1504 - Intel Core i5 11th Gen i5-1135G7 Quad-core (4 Core) - 16 GB RAM - 512 GB SSD - Matte Black - Intel Chip - Windows 10 Pro - Intel Iris Xe Graphics - PixelSense - IEEE 802.11ax Wireless L	\$1,480.00	70	\$103,600.00
1GK-00001	Microsoft Surface Dock 2 - for Notebook/Desktop PC/Smartphone/Monitor/Keyboard/Mouse - 199 W - 6 x USB Ports - USB Type-C - Network (RJ-45) - Wired	\$194.00	70	\$13,580.00
Subtotal				\$117,180.00

Quote Summary	Amount
Microsoft Surface Laptops w/Docking Station	\$117,180.00
Total:	\$117,180.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance
Chicago Illinois Office
City of Wood Dale

Mike Carroll

Signature / Name

04/04/2022

Date

Signature / Name

Initials

Date

QUOTE CONFIRMATION



DEAR NICK KACE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRTL402	4/4/2022	MRTL402	2217691	\$120,470.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Laptop 4 - 13.5" - Core i7 1185G7 - 16 GB RAM - 512 GB SS Mfg. Part#: 5F1-00035 Contract: MARKET	70	6490417	\$1,526.00	\$106,820.00
Microsoft Surface Dock 2 - Docking Station - Surface Connect - 2 USB-C Mfg. Part#: 1GK-00001 Contract: MARKET	70	6080326	\$195.00	\$13,650.00

PURCHASER BILLING INFO	SUBTOTAL	\$120,470.00
Billing Address: CITY OF WOOD DALE ACCTS PAYABLE 404 N WOOD DALE RD WOOD DALE, IL 60191-1534 Phone: (630) 766-4900 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$120,470.00
	DELIVER TO Shipping Address: CITY OF WOOD DALE NICK KACE 404 N WOOD DALE RD WOOD DALE, IL 60191-1534 Phone: (630) 766-4900 Shipping Method: NiteMoves Local Super-Saver	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Erin McAuliffe	(877) 695-5828	erin.mcauliffe@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$120,470.00	\$3,197.27/Month	\$120,470.00	\$3,702.04/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 14, 2021
Subject: Hyperconverged Cluster Node Replacement
Staff Contact: Nick Kace – IT Director
Department: Administration

TITLE: Hyperconverged Cluster Node Replacement

RECOMMENDATION:

Recommend approval of purchase of an additional Node for the City's Hyperconverged Cluster from Heartland Business Systems in the not to exceed amount of \$41,533.71.

BACKGROUND:

The City installed its Hyperconverged Cluster in 2017 when it replaced nearly all physical servers with virtual machines. This has enabled the City to implement/install new servers whenever they are needed without having to buy new hardware or licensing, while maintaining security and disaster recovery standards. The initial core nodes are now 5 years old; it is time to begin a node replacement cycle to ensure the cluster stays healthy. Moreover, with addition of the new ERP and body camera systems, the City has significantly increased its storage consumption. This current storage consumption is well over the anticipated allowances and the growth is predicted to only increase as we collect more data in digital form than ever before.

ANALYSIS:

The replacement/addition of another node would give the City significantly more storage space, the newest generation processors with more power, and faster and more memory; this node is much larger and more powerful than any of the current nodes the City has in place. It would be the 5th node in the cluster, however as we will begin to retire the older nodes as support contracts expire. Each new node will have the same or greater capabilities to keep up with data storage and the addition of new,

more demanding, software and systems. The end goal is to reduce the number of nodes necessary, while gaining capacity, power, and longevity initiating a replacement cycle. This recommended option comes with a 5-year licensing and maintenance agreement. This should be sufficient for the minimum lifecycle of the device and save significant funding in future years by purchasing the licensing and maintenance up front. There is funding available in the IT budget to accommodate this purchase.

DOCUMENTS ATTACHED

- ✓ Scale HC5250D Quote – HBS
- ✓ Scale HC5250D Quote – Scale Direct
- ✓ Scale HC5250D Quote – DSN Group

Scale Options

Quote #273477 v1

Prepared For:

City of Wood Dale
 Nick Kace
 404 N. Wood Dale Road
 Wood Dale, IL 60191

P: (630) 787-3710
E: nkace@wooddale.com

Prepared By:

Chicago Illinois Office
 Mike Carroll
 5400 Patton Drive Suite 4B
 Lisle, IL 60532

P: 608-444-7994
E: mcarroll@hbs.net

Date Issued:

04.04.2022

Expires:

04.26.2022

Scale Solution - 3 Year option		* Optional	Price	Qty	Ext. Price
Shipping charges TBD on Invoice					
CHA-3-0F	2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS		\$13,859.55	1	\$13,859.55
CPU-3-02	8C/8T 2.1GHZ 2400MT/S CPNT INTEL XEON SILVER 4208		\$0.00	2	\$0.00
RAM-3-09	32GB DDR4 2933 MHZ RDIMM CPNT 32GB DDR4 RDIMM		\$0.00	12	\$0.00
SSD-3-04	1.92TB 3.5 SATA SSD CPNT 1.92TB 3.5 SATA SSD		\$0.00	3	\$0.00
HDD-3-04	8TB 3.5 SAS HDD CPNT 8TB 3.5 SAS HDD		\$0.00	9	\$0.00
NIC-3-02	4-PORT INTEL/LENOVO X722 CPNT 4-PORT 10GB SFP+		\$0.00	1	\$0.00
HCOS-S-3-16C	3YR LICS AND SW LICS HC3 HYPERCORE - 16C STANDARD		\$16,685.39	1	\$16,685.39
HW-3	3YRS SVCS HW WARRANTY		\$432.58	1	\$432.58
QSRN	NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATION		\$241.57	1	\$241.57
* Optional Subtotal					\$31,219.09

Scale Solution - 5 Year Option		* Optional	Price	Qty	Ext. Price
Shipping charges TBD on Invoice					
CHA-3-0F	2X XEON SP CPU 9X HDD 3X SSD 2UCTLR HC5250D CHASSIS		\$13,859.55	1	\$13,859.55
CPU-3-02	8C/8T 2.1GHZ 2400MT/S CPNT INTEL XEON SILVER 4208		\$0.00	2	\$0.00
RAM-3-09	32GB DDR4 2933 MHZ RDIMM CPNT 32GB DDR4 RDIMM		\$0.00	12	\$0.00
SSD-3-04	1.92TB 3.5 SATA SSD CPNT 1.92TB 3.5 SATA SSD		\$0.00	3	\$0.00
HDD-3-04	8TB 3.5 SAS HDD CPNT 8TB 3.5 SAS HDD		\$0.00	9	\$0.00
NIC-3-02	4-PORT INTEL/LENOVO X722 CPNT 4-PORT 10GB SFP+		\$0.00	1	\$0.00
HCOS-S-5-16C	5YR LICS AND SW LICS HC3 HYPERCORE - 16C STANDARD		\$26,696.63	1	\$26,696.63
HW-5	5YR HW WARR SVCS		\$735.96	1	\$735.96
QSRN	NODE INSTALL REMOTE SUPPORT SVCS REMOTE INSTALLATION		\$241.57	1	\$241.57
* Optional Subtotal					\$41,533.71

*Optional Expenses	One-Time
Scale Solution - 3 Year option	\$31,219.09
Scale Solution - 5 Year Option	\$41,533.71

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance		
Chicago Illinois Office	City of Wood Dale	
Mike Carroll		
Signature / Name	Signature / Name	Initials
04/04/2022		
Date	Date	



Quotation

Scale Computing

525 S Meridian St
 Indianapolis, IN 46225
 USA
 Phone: (877) 722-5359
 Email: sales@scalecomputing.com

Quote #: Q-32315-1
Date: 3/28/2022 12:47 PM
Expires On: 4/27/2022

End user

City of Wood Dale, IL
 404 N Wood Dale Rd
 Wood Dale, IL 60191
 United States

Registered Partner:

Scale Computing

Distributor:

Scale Computing

Scale Computing Representative	Phone	Email
Jared Pexa	(877) 722-5359	jpexa@scalecomputing.com

PART #	PRODUCT	START	END	QTY	MSRP/UNIT	PRICE/UNIT	TOTAL PRICE
CHA-3-0F	HC5250D Chassis			1	\$14,117.00	\$14,117.00	\$14,117.00
CPU-3-02	Intel Xeon Silver 4208			2	\$0.00	\$0.00	\$0.00
RAM-3-09	32GB DDR4 RDIMM			12	\$0.00	\$0.00	\$0.00
SSD-3-04	1.92TB 3.5" SATA SSD			3	\$0.00	\$0.00	\$0.00
HDD-3-04	8TB 3.5" SAS HDD			9	\$0.00	\$0.00	\$0.00
NIC-3-02	4-port 10Gb SFP+			1	\$0.00	\$0.00	\$0.00
HCOS-S-5-16C	Scale HC3 HyperCore - 16 core 60 Month Standard license and support software	7/30/2022	7/29/2027	1	\$32,981.00	\$32,981.00	\$32,981.00
HW-5	5 Year HW Support for Scale Computing HCI Appliance	7/30/2022	7/29/2027	1	\$748.20	\$748.20	\$748.20
QSRN	Node Installation Remote Support			1	\$250.00	\$250.00	\$250.00

Customer Total: USD 48,096.20

Order Lead Time Notice

Although our standard lead time on build-to-order systems is 4 weeks, please be aware that lead times may be extended due to industry-wide shortages on components into the foreseeable future. Once an order is placed, the standard anticipated ship date (4 weeks) will be issued. Further communication regarding order timeframes will be issued and ASD adjusted from that point forward, if necessary. Order status can be tracked both through e-mail notifications and by accessing order details in the partner and customer portals.

Terms & Conditions

Order: End User shall submit written/electronic purchase orders (as specified by SCALE) to approved Reseller or Distributor for SCALE Products. SCALE will ship SCALE Products to the address specified on the purchase order. All SCALE Products shall be shipped F.O.B. Origin (SCALE's shipping point). End User shall be responsible for shipping costs, shipping insurance costs, shipping taxes and shipping surcharges, if applicable. \$40 per 1U node / \$150 per 2U node will be invoiced for ground shipping in the US. Contact your SCALE Sales Manager for International shipping rates.

Price: End User's price for each unit will be determined based on SCALE's list price at the time of order. End User is responsible for paying any and all applicable sales and/or use tax to their appropriate revenue agency unless taxes are billed directly by SCALE.

Title: Title to hardware will pass to End User upon shipment of the SCALE Products in accordance with order terms above.

Returns: All orders are considered final. No returns of sold SCALE Products will be accepted.

Discounts offered by Scale Computing are one-time discounts, based on products and services offered in this quote. Discounts are only valid until the expiration date on this quote and will not be carried forward for future orders.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to po@scalecomputing.com.

THANK YOU FOR YOUR BUSINESS!



Quote Number: **CWD-040422-1**

DSN Group Inc.
 2300 Barrington Rd., Ste. 460
 Hoffman Estates, IL 60169
www.dsngroup.net

Prepared By: **Kevin Weiss**
 Cell: **847-404-6300**
 Corporate Sales **888-445-2919**
 FAX Number: **847-770-4724**

Price Quotation

Customer:

City of Wood Dale
 404 N. Wood Dale Rd.
 Wood Dale, IL 60191

TERMS: **Net 30**

DELIVERY:
 DATE: **4/4/2022**

Contact:

Phone:
 email:

All quotes are valid for a period of 30-days after the Quote Date

To purchase the items described in this document DSN Group, Inc. must receive a purchase order(s) by 12 noon CST of the quote expiration date. If there are any questions please contact one of our sales representatives at: 312-683-1144 or Email at sales@dsngroup.net.

Qty.	DESCRIPTION		Unit Price	Ext. Price
	<i>Scale node</i>			
1	Scale Computing HC5250D Chassis with: • 2 x Intel Silver 4208 • 384GB RAM DDR4 • 3 x 1.92TB SSD • 9 x 8TB HDD • 4-port 10Gb SFP+	CHA-3-0F CTO	\$14,117.00	\$14,117.00
1	Scale HC3 HyperCore - 16 core 60 Month Standard license and support software	HCOS-S-5-16C	\$32,981.00	\$32,981.00
1	5 Year HW Support for Scale Computing HCI Appliance	HW-3	\$748.20	\$748.20
1	Scale Remote Installation Service	QSRN	\$250.00	\$250.00
			Sub Total	\$48,096.20

Comments:

Total Purchase	
Sub Total	\$48,096.20
Tax	
Freight est.	45
Total Purchase	\$48,141.20



REQUEST FOR COMMITTEE ACTION

Referred to Committee: April 14, 2022
Subject: Municipal Aggregation Update
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: Municipal Electric Aggregation Program Update

RECOMMENDATION:

Provide direction to staff regarding which option to pursue.

BACKGROUND:

Three years ago, the City entered into a one-year agreement with MC2 for a 100% green energy option. Due to the success of that program, upon expiration the City entered into a two-year agreement with Eligo for a 100% green energy option. That agreement is set to expire as of the July meter readings.

ANALYSIS:

As we have done in the past, we have been working with NIMEC to secure a new bid for the City's program. Unfortunately, it appears we are unable to do so at this time as the providers are waiting on a "regulatory decision" that will affect pricing. To that end, NIMEC has provided the following information regarding our options.

Brad, your aggregation program is due for renewal in July. I've been checking with our suppliers and currently we are not able to offer any renewal pricing. All pricing from suppliers is on hold until the end of June, when a key regulatory cost is due for release.

So, we have two options. One is to suspend the program in July and return all to ComEd. The other is to extend the current program (without the civic contribution) till October.

The October extension provides one key benefit to the City; it would enable Eligo to bid for a renewal should the regulatory charge be favorable. You see, the Illinois switching rules prohibit a resident from returning to the supplier it leaves for 6 months. Therefore, if we suspend the program and return all residents to ComEd in July, Eligo would not be able to bid the program until next February. With only 2 suppliers offering the program, we would like to preserve Eligo's bid opportunities.

If the regulatory rate is not favorable, then Eligo would drop those residents back to ComEd shortly thereafter and suspend the program for a year.

Extending the current program would not impact any resident. They would continue to be priced at the ComEd rate, whether they are served by Eligo or ComEd. Therefore, no letters to residents would be required, as no terms to the residents would change.

In summary, our options are:

1. Suspend the program when it expires.
2. Extend until October and reevaluate at that time.

If we choose option 1, we could reestablish the program at some point in the future. Option 2 could result in a suspension of the program, but also allows for greater clarity in the marketplace to continue it if we so choose while also allowing for both providers to have the ability to provide pricing.

DOCUMENTS ATTACHED

✓ None